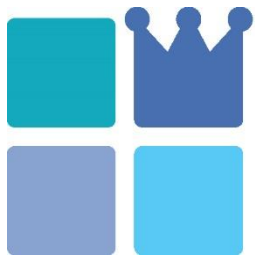


Grand Windows Ltd

Standard Terms and Conditions



Grand Windows

Quality you can trust in

Grand Windows Ltd
Unit 23,
New Albion IE, Halley Street,
Glasgow,
G13 3DJ

VAT No.	363959060
Company Number	SC631836

Grand Windows Ltd

1. Definitions

1.1 In these conditions of sale the following words and phrases shall have the following meanings, unless the context otherwise requires:

"conditions" means these conditions of sale;

"contract" means any contract between the seller and the purchaser for sale and purchase of the goods formed in accordance with condition 2.

"goods" means any goods which the seller provides to the buyer (including any of them or any part of them) under a contract.

"purchaser" means the person, firm, partnership, limited liability partnership, corporation or company under the contract;

"seller" means GRAND WINDOWS (SC631836) or its assignees or successors whomsoever.

"offer" means the offer attached to the contract.

"writing" includes facsimile transmission, e-communication and comparable means of communication.

"signatory" means the purchaser or a person authorized by the purchaser to sign documents on his/her behalf.

"L/C" Documentary Letter of Credit

1.1.1 References to clauses by number are to clauses of these conditions.

1.1.2 Unless the context otherwise requires, reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, consolidated, modified, replaced or re-enacted, provided that such consolidation, modification, replacement, amendment, extension or re-enactment does not in the case of a defined word or meaning alter the substance of the definition.

1.1.3 Words denoting the singular number only shall include the plural and vice versa.

1.1.4 References to any one gender shall include both other genders.

1.1.5 All warranties, representations, agreements and obligations given or entered into by one or more person

are given or entered into jointly and severally.

1.1.6 The headings of this/ these conditions are inserted for convenience only and shall not affect their construction.

2. Purchase and sale

2.1 The contract incorporates these conditions. Accordingly, subject to any variation of these conditions agreed pursuant to clause 2.2. below, the goods shall be sold by the seller and bought by the purchaser on the terms and conditions stated in these conditions and on the terms and conditions stated in the contract, to the exclusion of all other terms and conditions (including any terms and conditions which the purchaser purports to apply under any purchase order, confirmation order, specification or other document). No terms and conditions endorsed on, delivered with or contained in the purchaser's purchase order, confirmation order, specification, or other document shall form part of the contract simply as a result of such document being referred to in the contract. Declaring that if anything in the contract is inconsistent with these conditions then these conditions shall prevail unless that which is inconsistent is contained in any document issued by the seller or in any document issued by the purchaser the terms of which have been expressly accepted by the seller as varying these conditions.

2.2 Neither the contract nor these conditions may be varied except by agreement in writing signed by persons having authority to do so, on behalf of the seller and the purchaser.

3. Description

3.1 The quantity and description of the goods shall be as set out in the offer.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the seller and any descriptions or illustrations contained in the seller's catalogues or brochures are issued or published for the sole purposes of giving an approximate idea of the goods described in them. They shall not form part of the contract, and this is not a sale by sample contract.

4. Price

4.1 The price payable by the purchaser to the seller for the goods shall be the price stated in the contract.

4.2 The price as stated will include delivery to an agreed site by the seller in the mainland United Kingdom. Areas off the mainland or overseas shall be subject to relevant charges incurred.

4.3 The price is stated exclusive of value added tax ("VAT") which will be payable by the purchaser. In addition, the seller will supply the purchaser with an appropriate VAT invoice.

4.4 PAYMENT TERMS: 70% of contract value paid on acceptance of offer with 30% paid on delivery.

5. Delivery

5.1 The seller shall notify the purchaser when the goods are ready to be delivered.

5.2 The seller shall arrange for delivery of the goods to a maximum of one delivery address specified by the purchaser; the seller will pay the cost of delivery and insurance of the goods.

5.3 In making delivery of the goods the seller shall use its reasonable endeavours to meet any quoted date of delivery,

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normally 10 working weeks from the first payment by purchaser to the seller.

- 5.4 It is the responsibility of the purchaser to safely unload the vehicle, delivering the goods within the maximum time of two hours from arrival. Additional costs will be invoiced for any delay in unloading. If the purchaser does not do so the seller may charge the purchaser for storage at the seller's usual storage rates and the resulting charges shall be payable by the purchaser on demand together with any costs and expenses incurred by the seller or third parties in connection with the storage and/or insurance of the goods. The seller may charge the purchaser the cost of any second delivery (payable on demand).
- 5.5 Subject to the other provisions of these conditions, the seller shall not be liable for any direct, indirect or consequential loss (including, without limitation, pure economic loss, loss of profits, loss of business, loss of opportunity, loss of turnover, depletion of goodwill and similar losses), costs, damages, charges or expenses caused by the seller's negligence, nor shall any delay entitle the purchaser to terminate or rescind the contract unless such delay exceeds 45 days from the date the Seller has notified as the confirmed delivery date
- 5.6 The purchaser shall provide at the point of delivery and, at its expense, adequate and appropriate equipment and manual labour for unloading the goods.
- 5.7 If the seller confirms prior to dispatch or delivers to the purchaser a quantity of goods of up to 25% less in value than the quantity accepted by the seller, the purchaser shall not be entitled to object to or reject the goods or any of them by reason of the shortfall and shall pay for such goods at the pro rata contract rate.
- 5.8 The seller may deliver the goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the contract.
- 5.9 Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the purchaser to repudiate or cancel any other contract or installment.
- 5.10 On delivery the goods will be signed for by an authorised signatory.

6. Non-delivery, shortage of delivery, delay in delivery

- 6.1 The quantity of any consignment of goods as recorded by the seller upon dispatch from the seller's place of business shall be conclusive evidence of the quantity received by the purchaser on delivery unless the purchaser can provide conclusive evidence proving the contrary,
- 6.2 Subject to Clause 6.4 and without prejudice to the generality of clause 5.5, the seller shall not be liable for any non-delivery of goods (even if caused by the seller's negligence) unless the purchaser gives written notice to the seller of the non-delivery within 14 days of the date when the goods would in the ordinary course of events have been received.
- 6.3 Any liability of the seller for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such goods.
- 6.4 The seller shall however be liable to the purchaser for liquidate damages amounting to 0.75% of the total contract value less VAT for each whole week in which there is any non-delivery of goods.

7. Payment

- 7.1 The purchaser shall pay 50% of the price and any applicable VAT and any costs or charges for which the purchaser is liable under

the contract on signing of the contract. Ordering and manufacturing shall not begin until such time that payment of full deposit of 50% including applicable VAT has cleared in the seller's bank account. Receipt of such payment shall be made available to the purchaser.

- 7.2 The price quoted for the goods shall be exclusive of any VAT but inclusive of all costs or charges in relation to insurance and shipment charges.
- 7.3 Payment of the price shall be made in Pounds Sterling. All payments due to the seller under the contract shall become due immediately on its termination despite any other provision. No payment shall be deemed to have been received until the seller has received clear funds.
- 7.4 The remaining 50% of the invoiced price including VAT to be paid in full by the purchaser no less than one week after it has been notified that the goods are ready for dispatch pursuant to clause 5.1. These monies to be cleared in the seller's account by seven days prior to the agreed delivery date. Dispatch and delivery will not take place until such monies are fully cleared. Receipt shall be made available to the purchaser by the seller.
- 7.5 Provided clause 7.4 has been complied with, payment will be due by the purchaser on invoices rendered by the seller even though there has been no delivery of the goods and title in any goods has not yet passed to the purchaser.
- 7.6 In making payment of the price and other sums due under the contract, time shall be of the essence of the contract.
- 7.7 The purchaser shall make all payments due under the contract in full without any deduction, whether by way of set-off, counterclaim, discount, compensation, retention, abatement or otherwise unless the purchaser has a valid court decree, interlocutor or order requiring an amount equal to such deduction to be paid by the seller to the purchaser.
- 7.8 If any invoice rendered by the seller is not paid within the time limit set in clause 7.1 or 7.4 the goods will be held at the manufacturer's warehouse. If the purchaser fails for any reason to accept delivery of the goods or any part thereof (save in the case of a breach of the seller of the terms of these conditions or the contract) then (without prejudice to clause 16.1):

7.8.1 interest will accrue on the sum invoiced day by day from the due date until the date of payment at 4 per cent above the Base Lending Rate of The Royal Bank of Scotland base rate, from time to time, compounded monthly, whether before or after any judgment and without prejudice to the foregoing generality, the seller reserves its right to claim interest under the Late Payment of Commercial Debts (interest) Act 1998; and

7.8.2 the seller may suspend performance on the contract and under any other contract between the seller and the purchaser (but without affecting the purchaser's obligations under the contract and such other contract); and

7.8.3 the seller may appropriate any payment made by the purchaser to any sum due under this contract or under any other such contract as the seller thinks fit and may for this purpose disregard any purported appropriation by the purchaser; and

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7.8.4	the seller may resell or otherwise deal with or dispose of the goods or any part thereof for its own account in such manner as the seller may think fit after 30 days if the goods have not been collected from the manufacturer's warehouse.		to hold any proceeds of such insurance and all rights to obtain payments under such insurance in trust for the seller. On request, the purchaser shall produce the policy of insurance to the seller.	
7.9	Payment is only deemed made when cleared funds reach the seller's Account.	9.3	For as long as the goods have not been re-sold by the purchaser in the ordinary course of business and title in the goods has not passed to the purchaser, the seller, its employees or agents may at any time re-take possession of the goods in such way as it thinks fit, including entering any premises of the purchaser where the goods are to remove them.	
8.	Risk and Lien	9.4	The purchaser may resell the goods before ownership has passed to it solely on the following conditions:	
8.1	The risk of any loss or destruction of or of any damage to the goods shall pass to the purchaser when the goods are delivered to the purchaser from the seller's premises	9.4.1	any sale shall be effected in the ordinary course of the purchaser's business at full market value with the consent of the seller; and	
8.2	In the event of all or any of the goods being lost or destroyed in transit or rightfully rejected by the purchaser, the seller shall have the option of treating its contractual obligation in respect of such goods as discharged or if such event is notified to them within a reasonable period, as continuing and deliver a similar quantity of goods on the terms hereof.	9.4.2	any such sale shall be a sale of the seller's property on the purchaser's own behalf and the purchaser shall deal as principal when making such a sale.	
8.3	Without prejudice to the terms of these conditions, the seller shall have a lien or a right to withhold delivery of the goods to the purchaser or such part of the goods as are in the possession of the seller or in transit until payment in full of the price in respect of the goods. During the existence of such lien or right to withhold the goods, the goods shall be at the risk of the purchaser.	9.5	Subject to the generality of clause 9.4, in the event of a sale or disposal of the goods or any part thereof by the purchaser prior to the payment in full of the price, the purchaser shall be and is hereby appointed trustee in respect of the proceeds of such sale or otherwise thereof, including insurance proceeds and shall keep such proceeds separate from any monies or property of the purchaser and third parties holding the same in a fiduciary capacity for the seller and accounting to the seller therefor.	
9.	Title	9.6	In the event of the sale of the goods or the incorporation or admixture therein into other products of the purchaser or its customers the purchaser shall hold in trust for the seller the proceeds of sale of such goods or (in the case of incorporation or admixture) a fair proportion of the price received by the purchaser for the sale of its products.	
9.1	Although the goods may have been delivered and risk in the goods may have passed to the purchaser, title and ownership in the goods shall remain with the seller and shall pass to the purchaser only when the seller has received in cash or cleared funds the (i) full price for the goods, (ii) any applicable VAT and (iii) payment of any other sums then due by the purchaser to the seller under the contract or under any other contract, agreement or arrangement between them whereby the seller will supply goods or services to the purchaser.	9.7	No goods will be supplied by the seller to the purchaser on a sale or return basis and nothing herein contained shall entitle the purchaser to return the goods or to postpone payment for the goods.	
9.2	Until title and ownership in the goods does pass to the purchaser then (without prejudice to the purchaser's right to re-sell the goods or to carry out any industrial process using the goods, in either case in the ordinary course of business), the purchaser shall:	9.8	The purchaser's right to possession of the goods shall terminate immediately if:	
	9.2.1	hold the goods on a fiduciary basis for the seller;	9.8.1	the purchaser (being an individual, or in the case of the purchaser being a partnership or a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000, then any individual partner, individual member or individual designated member) has entered into sequestration, has signed a trust deed for behoof of his creditors or has agreed an arrangement or composition with his creditors or becomes apparently insolvent, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or
	9.2.2	store or keep the goods separate from its own goods and the goods of third parties; and/or		
	9.2.3	clearly mark or identify the goods as being the property of the seller; and/or		
	9.2.4	not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; and/or		
	9.2.5	ensure that the goods are kept safe, secure and maintained in satisfactory condition; and/or		
	9.2.6	keep the goods insured against loss or damage on the seller's behalf and against all normal and usual commercial risks in the full replacement value thereof all to the reasonable satisfaction of the seller and the purchaser hereby undertakes		

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	administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the purchaser or notice of intention to appoint an administrator is given by the purchaser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up in respect of the purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the purchaser; or	10.3	Any claim to be made by the purchaser against the seller under clause 10.1 must be made by notice in writing given to the seller within 12 months of the date of delivery of the goods thereafter the terms of clause 10.1 will lapse.
		10.4	Subject to the overriding terms of clauses 10.5, 10.6, 10.7 and 10.9, if any of the goods do not conform with the warranty in clause 10.1, the seller shall: <ul style="list-style-type: none"> 10.4.1 repair the goods or 10.4.2 refund the price of such goods (or such part thereof as may be appropriate), 10.4.3 at the option of the seller replace the goods provided that if the seller so requests, the purchaser shall, at the seller's expense, allow collection of the goods or part of such goods which are defective, by the seller or allow the seller to carry out repairs on the goods on site.
9.8.2	the purchaser suffers or allows any diligence, execution or distress to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/her obligations under the contract or any other contract between the seller and the purchaser, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the purchaser ceases to trade; or	10.5	Subject to clauses 10.6 and 10.7: - <ul style="list-style-type: none"> 10.5.1 the seller's total liability in contract, delict or tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the full contract price payable by the purchaser to the seller under the contract; and 10.5.2 the seller shall not be liable to the purchaser for any pure economic loss, loss of profit, loss of business, loss of revenue, loss of opportunity, loss of turnover, loss of expenditure, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.
9.9	In the event that the goods are irrecoverable, the purchaser shall be bound to sell the goods to a third party, in so far as it is possible, and the provisions of clauses 9.2, 9.6 and 9.7 above shall apply.		
9.10	The purchaser grants the seller, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where the purchaser's right to possession has terminated, to recover them.		
9.11	Where the seller is unable to determine whether any goods are the goods in respect of which the purchaser's right to possession has terminated, the purchaser shall be deemed to have sold all goods of the kind sold by the seller to the purchaser in the order in which they were invoiced to the purchaser.		
9.12	On termination of the contract, howsoever caused, the seller's (but not the purchaser's) rights contained in this condition 9 shall remain in effect.	10.6	The warranty given in clause 10.1 is subject to the following exclusions: <ul style="list-style-type: none"> 10.6.1 the seller shall have no liability under clauses 10.1 and 10.4 if the purchaser does not afford the seller a reasonable opportunity of examining such goods after receiving the notice referred to clause 10.3 10.6.2 the seller shall have no liability under clauses 10.1 and 10.4 to the extent that any loss, cost or damage is attributable to any specification or anything else supplied by the purchaser; 10.6.3 the seller's liability under clauses 10.1 and 10.4 shall be excused if at the time of any claim there is any payment under the contract outstanding by the purchaser; 10.6.4 the seller's liability under clauses 10.1 and 10.4 shall be excused where the defect causing the purchaser's loss, damage or expense is attributable to
10.	Warranties and liability		
10.1	On the terms set out in this clause, the seller warrants to the purchaser that the goods shall on delivery <ul style="list-style-type: none"> (a) be of satisfactory quality within the meaning of section 14 of the Sale of Goods Act 1979; (b) conform to specification where the specification is expressly stated in the contract or to sample where any sample has been exhibited to the purchaser before the contract is entered into. 		
10.2	The purchaser's rights under clause 10 shall not be assignable to any other person.		

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	any defect in any part or materials supplied by a third party (but the seller shall grant the purchaser such rights as it has against that third party);		regulations, inability to obtain import or export licences or anything else which commonly comes within the definition of "force majeure".
10.6.5	the seller shall have no liability to the purchaser in terms of this contract for fair wear and tear, for loss, destruction or damage of the goods due to repairs or alterations not carried out by the seller or its authorised agents or where such repairs or alterations are carried out without the seller's written consent, for any misuse or abuse of the goods nor for any failure to follow (i) any operating instructions, training or manual supplied by the seller or by the manufacturer or manufacturer's representative in respect of the goods or (ii) any of the seller's or manufacturer's oral or written instructions or other technical advice, including, without limitation, any instructions or advice as to the storage, installation, commissioning, testing, operation, repair or maintenance of the goods or good trade practice;	11. Intellectual Property	
		11.1	Where the contract includes any specification for the goods, the information for which is given by the purchaser, then the purchaser will indemnify the seller on demand against any damage, loss or expense suffered or incurred by the seller as a result of or arising out of any claim by any other person that anything included in that specification breached or infringed any patent, copyright, design right, moral right, trade mark or any other intellectual property right.
		11.2	Except in relation to any specification for the goods given by the purchaser, the seller shall indemnify the purchaser on demand against any damage, loss or expense suffered or incurred by the purchaser as a result of or arising out of any claim by any other person that the goods or any aspect of the goods breaches or infringes any patent, copyright, design right, moral right, trade mark or any other intellectual property right of any other person. This indemnity may be claimed by the purchaser only if it complies with the following conditions:
		11.2.1	it gives notice to the seller within seven days of any claim of breach or infringement by any person including full details of the claim and the circumstances surrounding it;
10.6.6	the seller shall have no liability to the purchaser under this contract if the purchaser makes any further use of such goods after giving notice to the seller in terms of clause 10.3; and/or	11.2.2	it allows the seller to conduct negotiations and defend any proceedings on the purchaser's behalf and it assists and provides all relevant information to the seller as required in connection with such negotiations and proceedings;
10.6.7	the seller shall have no liability to the purchaser under this contract in respect of any inadequate, faulty or incompetent testing of the goods by any independent third party.	11.2.3	it does nothing to prejudice the negotiations or the defence of said proceedings.]
10.7	The rights conferred on the purchaser by this clause 10 shall be exhaustive of the purchaser's rights in relation to defects in the goods or their failure to comply with any specification or sample. Except in relation to the seller's liability (a) for any death or personal injury caused by the seller's negligence or the negligence of those for whom the seller is legally responsible, (b) under section 2(3) of the Consumer Protection Act 1987, (c) for any matter which it would be illegal for the seller to exclude or attempt to exclude its liability and/or (d) for fraud or fraudulent misrepresentation, the seller shall have no liability to the purchaser for any representation or any implied term as to the fitness of the goods for any purpose, their compliance with the sample, their satisfactory quality or otherwise and all warranties, conditions or representations implied by law are hereby expressly excluded from the contract to the fullest extent permitted by law.	12. Assignment	
		12.1	The seller may assign, transfer or sub-contract the contract or any rights under it (or any part of it) to any person, firm or company.
		12.2	The purchaser shall not be entitled to assign the contract or any part of it without the prior written consent of the seller.
		13. Credit	
			Any credit given by the seller to the purchaser may be withdrawn or limited at any time by the seller on such notice as the seller may think fit and consequent thereon the seller may refuse to deliver all or part of the goods other than against due tender of the price in accordance with any contract to which these conditions apply. The seller will not give any credit for returned goods (irrespective of the reason for their return) unless the return has previously been agreed by a person authorised by the seller. Failure to observe this procedure may result in all charges and administrative costs associated with the return of the goods being debited to the purchaser concerned.
10.8	Nothing in this clause 10 shall affect the purchaser's statutory rights if the purchaser is a consumer.	14. Indemnity	
10.9	The seller shall in any event have no liability to the purchaser if any breach of contract by the seller is due to force majeure or any circumstances beyond its reasonable control including, without limitation, any act of God, fire, explosion, flood, abnormal weather conditions, perils of sea, epidemic, riot, civil disorder, theft, industrial dispute, strike, walk out, act of war or terrorism, supervening illegality, legislative or executive action, breakdown of machinery, total or partial failure of water, electrical or other power supplies, delays by suppliers, carriers or other sub-contractors or agents, currency or licence		The purchaser shall keep the seller indemnified on a full indemnity basis against all losses, costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties, or sustained, suffered or incurred by the seller and caused

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in whole or in part or arising out of any act, omission or negligence of the purchaser in connection with the use or shortage of the goods (including, without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and all other professional fees and expenses).

15. Set-off

The purchaser shall not be entitled to withhold payment of any sum due to the seller under this or any other contract in respect of a claim made against the seller whether under this contract or otherwise unless that claim has been agreed in writing by the seller or established by decision of a competent court or arbiter. Except in such circumstances, the purchaser has no right of set-off or compensation whatsoever.

16. Termination

16.1 Without prejudice to any rights it may have under any law to terminate the contract and without prejudice to rights it may have for damages or compensation in respect of any antecedent breach of this contract, the seller may terminate the contract by notice to the purchaser if:

16.1.1 the purchaser fails to make any payment due under the contract on the due date or otherwise breaches or fails to perform any obligation of the contract to be performed on its part;

16.1.2 the purchaser suffers any diligence to be levied on its assets which is not discharged within 14 days thereafter;

16.1.3 the purchaser (being an individual, or in the case of the purchaser being a partnership or a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000, then any individual partner, individual member or individual designated member) commits any act of bankruptcy or compounds or makes any arrangements with his creditors or a trustee in sequestration is appointed or the purchaser signs a trust deed for behoof of his creditors or the purchaser becomes apparently insolvent, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;

16.1.4 the purchaser (being a company) becomes apparently insolvent, convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed in respect of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the purchaser or notice of intention to appoint an administrator is given by the

purchaser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the purchaser or for the granting of an administration order in respect of the purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the purchaser;

16.1.5 the purchaser ceases to trade; and/or

16.1.6 the purchaser fails to take delivery of any of the goods within the period stipulated for in the clause 7.8.4.

16.2 The purchaser may not cancel the contract, unless the seller agrees upon the purchaser first indemnifying the seller against any loss, damage or expense (including loss of profit) which the seller may suffer or incur as a result of the cancellation.

17. Notices or Communications

All communications between the seller and the purchaser about the contract or these conditions of sale must be in writing and delivered by hand or sent by pre-paid first class post or email:

17.1 (in case of communications to the seller) to the address Unit 23, New Albion Industrial Estate, Halley Street, Glasgow, G13 4DJ or such changed address as shall be notified to the purchaser by the seller; or

17.1.1 (in the case of the communications to the purchaser) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the purchaser set out in any document which forms part of this contract or such other address as shall be notified to the seller by the purchaser.

17.2 Communications shall be deemed to have been received:

17.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting)

17.2.2 if delivered by hand, on the day of delivery;

17.3 Communications addressed to the seller shall be marked for the attention of LUKASZ KADZIOLKA

18. Miscellaneous

18.1 Any waiver by the seller of any breach of, or any default under, any provision of the contract by the purchaser shall be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract.

18.2 Each right or remedy of the seller under the contract is without prejudice to any other right or remedy of the seller whether under the contract or not.

18.3 If any provision of the contract or these conditions of sale is found by any court, tribunal or administrative body, competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such

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illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect. If any provision of the contract or these conditions of sale is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

18.4 The contract and these conditions of sale, and any documents referred to within the contract and the conditions of sale, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of the contract and these conditions of sale. Each of the parties acknowledges and agrees that in entering into the contract and these conditions of sale and the documents referred to within them, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the contract or these conditions of sale or not) other than as expressly set out in the contract or these conditions of sale as a warranty. The only remedy available to the purchaser for breach of any of the warranties contained in the contract or these conditions of sale shall be for breach of contract under the terms of the contract or these conditions of sale. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

18.5 Failure or delay by the seller in enforcing or partially enforcing any provision of the contract will not be construed as a waiver of any of its rights under the contract.

19. Governing Law and Jurisdiction

The contract shall be governed by Scots law and the purchaser and seller submit to the exclusive jurisdiction of the Scottish Courts.

Sellers Signature

Printed

Date

Purchasers Signature

Printed

Date