Terms & Conditions of Contract of Sale 2011

1 GENERAL

These terms and conditions 1-16 shall be the sole conditions of contract between James Robertshaw & Sons (1954) Ltd. (hereinafter called "the company" which expression shall include any subsidiary or associated company) and the purchaser. No other conditions or amendments to these conditions shall be valid unless expressly agreed in writing by a designated and authorized officer of the company.

2 DEFINITIONS

In this Contract:-

"the Contract" means the agreement for the sale of the Goods and the provision of the Installation or the provision of the Service of which these terms and conditions shall form a part.

"contract work" means the whole of the supply, installation, commissioning, servicing, repair or maintenance work which is detailed in the contract.

"the installation" means the process of fitting the Goods and rendering operative (where such installation is part of the Contract).

"the Service" means any repair servicing or maintenance work to be provided by the Company pursuant to the Contract.

"the Goods" means those Goods (including any instalment of the goods or any part of them) which the Company is to supply under the Contract.

"the Contract Price" means the amount shown overleaf as the price of the Goods and/or the charge for the installation, or the charge for the Service.

"the purchaser" means the person or company detailed overleaf including any agent who accepts the company offer based on these conditions.

"the customer" means any end user in a contract of sale with the purchaser.

"the offer" means this quotation/tender incorporating these conditions without amendment, addition or deletion. The Company will honour all quotations for a period of 28 days subject to availability of materials and circumstances within their control

"the acceptance" means the unequivocal acceptance of the offer in writing by the purchaser which must be made within the period for acceptance stated in these conditions or elsewhere in the offer.

"the Guarantee Period" means the period specified in the quotation and if no period is specified the period of 12 months from the date of supply.

"Completion means time of the delivery of the Goods unless installation is included in the Contract in which case Completion means the last moment of installation excluding any maintenance or guarantee.

3. HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996

3.1 This clause applies only to any contract which is a construction contract under the above Act or any subsequent Act and shall, where applicable, replace rights and obligations elsewhere in these terms and conditions. Otherwise the remaining terms and conditions shall remain in full effect.

3.2 Payment

3.2.1 The purchaser shall, at intervals of not more than 4 weeks calculated from the date for commencement of the works certify progress payments to the total value of the work properly executed and the materials and goods properly brought upon the site for the purpose of the works. The certificate shall state to what the progress payment relates and the basis upon which it has been calculated. The final date for payment by the purchaser of the amount so certified shall be 14 days from the date of issue of that certificate.

3.2.2 Not later than 5 days after the date of issue of a certificate of payment the Purchaser shall give a written notice to the company which shall specify the amount proposed to be made, to what the amount relates and the basis on which that amount was calculated.

3.2.3 Not later than 5 days before the final date for payment the purchaser may give a written notice to the company which shall specify any amount proposed to be withheld and/or deducted from the amount due, the grounds for such withholding and the amount of withholding attributable to each ground.

3.2.4 Subject to any notice given in 3.2.3 above the purchaser shall no later than the final date for payment pay the company the amount specified in the notice in 3.2.2 the amount stated as due in the certificate.

3.2.5 Without affecting any other rights and remedies of the company, if the purchaser, subject to any notice given under 3.2.3 above fails to pay the company in full by the final date for payment and such failure continues for 3 days after the company has given the purchaser written notice of his intention to suspend performance the company may then suspend such performance until payment in full occurs.

3.3 Adjudication

3.3.1 If a dispute or difference arises under this contract which either party wishes to refer to adjudication, the dispute shall be referred to an adjudicator nominated by the president or chairman or their appointed deputies of the National Specialist Contractors Council. The adjudication shall be carried out under the rules of The Scheme for Construction Contracts (England and Wales) Regulations 1998 Part 1 [S.I. 649/1998] or any subsequent enacted change.

4 QUALITY AND DEFECTS

4.1 Save as expressly provided herein the Company shall exclude any warranty condition or statement express or implied statutory or otherwise as to quality workmanship or fitness of the Goods or the Installation and the Company shall not be liable for any injury loss or damage of whatsoever nature and however arising in connection with any defective or unsuitable Goods or Installation whether original or replaced except in so far as such liability cannot lawfully be excluded from the Contract and the Company shall not in any event be liable for loss of profit or any other form of consequential loss.

4.2 No terms conditions guarantees representations or undertakings made to the Purchaser by any of the Company's salesmen agent's employees or representatives shall be binding unless confirmed in writing by the Company.

4.3 In the event of the Goods developing under proper use any defect (other than in respect of fair wear and tear corrosion accident or by any action omission or neglect of the Purchaser or his Agents) the Company shall at its own expense replace or repair such Goods as are defective so as to remedy the defects.

4.4 The Company shall be under no liability pursuant to 4.3 above (or any other warranty condition or guarantee) if the total price for the Goods, or Installation, or Service has not been paid by the due date for payment.

4.5 No defect shall be remedied pursuant to 4.3 above unless notice in writing is given within the Guarantee Period which shall not in any event exceed 12 months from the date of Completion unless specifically amended by the company under the terms of this particular contract. Any alteration to the standard 12 month guarantee period is specific to this contract and shall not be considered as a precedent for any previous or future contracts.

4.6 Reasonable time must be provided for the Company to remedy the defect.

4.7 No defect shall be remedied pursuant to 4.3 above if any repairs or remedial work have been carried out by any persons other than the Company without the Company's prior written approval and the Company can accept no liability for the loss or damage of any kind or liability to a third party as a result of such repairs or remedial work.

4.8 The Purchaser and the Company shall enter into the Contract in the knowledge that the liability of the Company is to be limited in accordance with these terms and conditions and the price shall be agreed accordingly. The Purchaser acknowledges that a higher price would be payable but for such limitations.

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4.9 The Company's guarantee relates to the supplied product only and specifically excludes Purchaser's or Customer's installation, delivery and collection from site and delivery and collection from place of original delivery or final location.

4.10 Whilst every effort is made to match colours of fabrics and materials, this cannot be guaranteed, but normal trade standards will apply. These standards will vary according to the fabric or material used. Due to the natural characteristics of many of the raw materials used in the production of our products, some distortion may occur. In areas of high humidity or direct sunlight, ensure that the appropriate product and material is used

4.11 The Company disclaims, within the limits prescribed by law, any liability for any incidental or consequential damage, death or injury as a result of Customer installations. The User Guide supplied with each product must be forwarded to any Consumer by the Purchaser and clear instructions given to the Consumer regarding the operation of the product

5 INDEMNITY

The Purchaser shall undertake to indemnify the Company against all claims (other than claims for which the Company is liable under condition 4.3 above) relating to the Goods or the Installation in respect of any loss damage or expense whatsoever and howsoever arising whether such claims be made by the Purchaser or any third party and whether they be made in respect of contractual or tortious liability breach of statutory duty or any other liability.

6 RESERVATION OF TITLE

6.1 The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Purchaser shall have paid to the Company both the Contract Price (including any retention) and all monies owed by the Purchaser to the Company on any account whatsoever.

6.2 Until such time as the Purchaser becomes the owner of the Goods the Purchaser will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.

6.3 The Purchaser is licensed by the Company to agree to sell all the Company's Goods subject to the express condition that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's money.

6.4 The Company may for the purpose of recovery of the Goods enter upon the premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

6.5 If goods the property of the Company are admixed with goods the property of the Purchaser or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company. If goods the property of the Company are admixed with goods the property of any other person other than the Purchaser or are processed with or incorporated therein, the product thereof shall become or shall be deemed to be owned in common with that other person.

7 TRANSFER OF RISK

7.1 Notwithstanding that the property in the Goods may not have passed to the Purchaser, the Purchaser shall carry all risk of loss of and damage to them when the Goods are delivered and installed.

7.2 From when the risk of loss and damage to the Goods commences to when the company is paid in full for them the Purchaser shall:-

7.2.1 indemnify and keep indemnified the Company against all loss of and damage to the Goods and against any reduction in the resale value thereof below the price to be paid by the Purchaser.

7.2.2 insure and keep insured the Goods in an amount at least equal to the price to be paid therefore by the Purchaser; and

7.2.3 hold upon trust for the Company absolutely all proceeds of such insurance.

8 DELIVERY AND INSTALLATION

8.1 Delivery and Installation (if installation be part of the Contract) shall take place at the premises specified overleaf.

8.2 Any date for delivery of Goods or for the Installation or the provision of the Service stated in the Contract will be given in good faith and every endeavour will be made to adhere to it but time shall not be of the essence of the Contract for the performance of the Company's obligations. Any times quoted for delivery and installation are estimates only and the Company shall not be liable for failure to deliver or carry out the Installation within the time quoted. All estimates of delivery times start from receipt and acceptance of order and receipt into the company bank account of cleared funds equal to the deposit payment.

8.3 Unless specified to the contrary in writing by the Company the Purchaser shall unload the Goods immediately upon the arrival at the premises.

8.4 Delivery and Installation shall not be hindered by any obstruction or impediment on the premises. The premises shall not be in such a state as shall in any manner affect delivery and installation of the Goods and the premises shall in all respects be suitable for delivery and Installation with good roads up to the place of delivery. Any time lost by the Company as a result of the Purchaser's failure to comply with this clause will be charged extra to the Contract Price at the Company's prevailing daily rate.

8.5 The preparation and construction of foundations, access and supporting structures, structural or other building alterations, and the provision of appropriate electrical supply are not included in the Contract and must be prepared by the Purchaser prior to the commencement of the Installation unless expressly agreed in writing. Unless expressly agreed in writing to the contrary the Company specifically excludes any responsibility for the adequacy of any structure to which the Company's product is to be fixed. This is applicable whether or not the Company is responsible for the fixing. It shall be an express term of this agreement that the purchaser is responsible for satisfying himself of the adequacy of such structure

8.6 Goods are inspected prior to packing and despatch; appropriate packing for distribution is used. In the event of receipt of goods with packaging damage, the Customer should sign for the goods as 'damaged' and notify the Company within 48 hours. Failure to do so may invalidate any claim against the Company.

8.7 All goods should be opened and inspected by the Customer and any damage, defect or omission (i.e. brackets etc.) must be notified to the Company within 5 days. The Company reserves the right to deny liability for subsequent claims.

The Company operates a strict returns policy and no goods will be accepted without a Company issued returns note number (RTN.....) This can be obtained from the Company Sales Office. The Customer is responsible for ensuring any damaged or defective goods are returned to the designated Company premises at their cost. The Company's guarantee on components and kits applies only to the parts supplied and specifically excludes products manufactured with all or parts of company supplied product. The Company offers training programmes to ensure correct usage of Company's products. The Company accept no liability for any loss arising from misuse or misrepresentation of any product by the Purchaser or any Consumer. You will require the invoice / delivery note number against which the goods were originally supplied, the reason why the goods are being returned and what action you wish us to take. James Robertshaw reserve the right to refuse any goods returned without the correct documentation. It is a responsibility of the customer to suitably package the goods, organise the

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returns and bear the relevant costs.

Whilst James Robertshaw will endeavour to comply with our customer's requests regarding repair, replace or credit, we reserve the right to deny any claim where clear misuse of product and charge for any subsequent repairs or replacements. All repairs are subject to the terms and conditions of that guarantee.

8.8 A call out fee in line with our fitting charges will be invoiced to the customer in the event that a site visit is made and the problem is unrelated to manufacture of the company supplied product. In addition, in the event that upon inspection immediate remedial work is required to make the product safe, an additional charge will be levied in line with our fitting charges. The company will be liable only for the remedial work, the customer's liability remains unaltered.

8.9 The Purchaser will be liable for the full amount of any manufactured product already manufactured if the order is cancelled. All associated direct costs will also be recoverable from the Purchaser.

8.10 The Company will endeavour to resolve any complaints quickly and to the Purchasers satisfaction and reserves the right to inspect the goods and the environment where they are sited.

8.11 All orders must be confirmed in writing by either fax or email. All cancellations must also be confirmed in writing.

8.12 **EXTERNAL BLIND DELIVERY:**

Normal 24 hour delivery is free on all External Blind products up to 5900mm in width, with the exception of Canopies & Walkways. Please contact the sales team for a cost of widths greater than 5901mm and for Canopies & Walkways. Special delivery rates are as follows:

Delivery before 10.30am:	£30.00 + VAT
Delivery before Noon:	£20.00 + VAT
Delivery on Saturday:	£35.00 + VAT

Please note the above prices are based on weights up to 25 kilos. Packages over 25 kilos will incur a surcharge of £15.00 per 25 kilos thereafter.

INTERNAL BLIND DELIVERY

Free next day delivery on orders over £295 + VAT

9 DRAWINGS AND SPECIFICATION

9.1 Drawings and specifications shall be prepared by the Company unless otherwise agreed in writing and shall be prepared on the basis of the information and criteria supplied by the Purchaser to the Company prior to the Contract. The Company shall not be liable for the Purchaser's error or omission, or for unfitness for purpose or for any patent or copyright infringement. The Purchaser shall indemnify the Company against all claims demands damages penalties costs expenses or liabilities in respect of the infringement or alleged infringement of any letters patent registered design copyright or other intellectual property rights or breach of confidence resulting from or arising in the course of the performance of the Contract in accordance with these terms and conditions.

9.2 Where the Company has prepared drawings or specifications the copyright and all other rights in such drawings and specifications shall remain with the Company unless expressly agreed to the contrary.

9.3 The Company reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect the quality or performance.

9.4 The Company shall accept no liability for any minor deviation from the Contract nor shall such deviation be made the basis of any claim against the Company.

9.5 The Purchaser shall provide such complete instructions particulars information and materials if specified as shall be necessary or required by the Company to enable the Company to complete the Contract.

10 PRICE AND PAYMENT

10.1 The Contract Price shall be strictly net unless otherwise quoted. The Company shall be entitled to add to the Contract Price the amount of any tax or other Governmental charges in the U.K. or otherwise which the Company must pay in respect of the Goods or the Service (including Value Added Tax). Such taxes or Governmental charges shall include those now in effect or those which are hereinafter imposed or any increases thereto prior to delivery.

10.2 All prices and specifications in this document are subject to alteration without notice.

10.3 Subject to any special terms for payment agreed in writing between the Company and the Purchaser, the Company shall be entitled to invoice the Purchaser for the Contract Price on or at any time after delivery of the Goods or completion of the Installation or the Service. Where the Goods are to be delivered by instalments, the Company may invoice the Purchaser for a proportion of the Contract Price attributable to each instalment on or at any time after delivery of such instalment

10.4 Payment terms are as follows unless expressly agreed in writing by the Company:-

10.4.1 for sale or installation of Goods 25% of the Contract Price (plus VAT) with order and the balance 20 days after the date of invoice.

10.4.2 For the supply of the Service on completion of the Service or, if the Purchaser has an account with the Company 14 days after the date of invoice.

10.5 The Company shall be entitled to charge the Purchaser £20.00 plus VAT for each cheque which is not paid on presentation.

10.6 All payments by credit card shall entitle the Company to levy a surcharge of 2% or 4% in respect of American Express cards, on the Contract Price.

10.7 The time of payment of the Contract Price (including any instalment) shall be of the essence of the Contract. If the Purchaser fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries or Installation or the Service under the Contract.

10.8 Interest and costs will be charged on all overdue accounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and will be payable both before and after any judgement subject only to directions of the Court.

10.9 No payment may be withheld nor any sums owing to the Purchaser set off against any payment due hereunder without the consent in writing of the Company.

10.10 The Company shall add to the Contract Price the cost of extras ordered test alterations commissioning additions or any other work undertaken at the request of the Purchaser.

10.11 Purchaser shall be entitled to a discount of 2.5% of the total trade price if payment in full is received before the 20th day following the date o f invoice.

10.12 Any agreed commission payments which are contained within trade client quotations, will be honoured in the form of a full credit note against the trade client's account.

10.13 The company may request evidence from the purchaser of its ability to pay at any time during the currency of the contract. If such evidence, to the satisfaction of the company, is not provided within 3 working days all future deliveries may be suspended and the contract value in full will become due and payable.

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11 FORCE MAJEURE

11.1 The Company shall not be under any liability of whatever kind for non-performance in whole or in part of its obligations under the Contract due to causes beyond the control of the Company or beyond the control of the Company's suppliers including but not limited to war (whether an actual declaration thereof is made or not) sabotage insurrection riot or other acts of civil disobedience acts of the Purchaser or third party failure or delay in transportation acts of any Government or any agency or sub-division thereof Governmental regulations judicial actions labour disputes strikes embargoes illness accident fire explosion flood tempest or other acts of God delay in delivery to the Company or to the Company's suppliers or shortages or labour fuel raw materials or machinery or technical failure. In any such event the Company may without liability cancel the Contract or vary the terms of the Contract including but not limited to extending the time of performance of the Contract for a period at least equal to the time lost by reason of such clauses. Damage to the product or the structure to which it is attached following such installation due to exceptional weather conditions including but not exclusively heavy or prolonged rain or snow extremes of temperature shall not be considered a failure of the product but be considered force majeure and no liability for repair or restitution shall rest with the company. In respect of external solar shading products using wind or rain sensors, the sensory systems do not form any additional guarantee and do not cover the cost of potential damage incurred, they are simply a precautionary aid used in accordance with the supplied user guide manuals.

12 CANCELLATION OF CONTRACT

12.1 This clause applies if:-

12.1.1 The Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

12.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or

12.1.3 The Purchaser ceases, or threatens to cease to carry on business; or

12.1.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

12.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries or Installation or Service under the Contract without any liability to the Purchaser.

12.3 If on the happening of any of the events listed in clause 12.1 the Goods or any part thereof have been delivered but not paid for the Contract Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and where Installation is part of the Contract or where Services are to be provided under the Contract, there shall be due and payable a fair sum by reference to the amount of Installation or the Service completed and the Contract Price.

13 HEALTH AND SAFETY AT WORK ACT 1974

The Contract shall be subject to section 6 of the Health and Safety at Work Act 1974 and any subsequent enactments and the Purchaser shall indemnify the Company in respect thereof.

14 CERTIFICATE OF SATISFACTION

Upon completion of the contract work by the company the Purchaser shall sign a Certificate of Satisfaction whereupon the contract shall be deemed to be complete and the contract work accepted without reservation and the parties agree that the signed certificate shall be conclusive evidence of this.

15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding any other provision of these conditions, nothing in this contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

16 GENERAL

16.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

16.2 No Waiver by the Company of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions, and of the remainder of the provision in question, shall not be thereby affected.

16.4 The headings appearing in these terms and conditions are for guidance only and shall not in any way be deemed to affect the interpretation or effect thereof.

16.5 Unless otherwise agreed in writing the Contract shall in all respects be construed and operate according to English Law and shall be subject to the exclusive jurisdiction of the English Courts.

16.6 The Company reserves the right to amend these Terms & Conditions without notice.