

TRADING TERMS AND CONDITIONS

1. GENERAL

- (i) All orders are accepted and goods are supplied subject to the following express terms and conditions.
- (ii) These conditions may not be modified or varied unless Master Auto Glass Limited (hereinafter referred to as "the Company") agrees in writing, and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communications from the buyer.

2. THE GOODS

- (i) Anything expressed by or on behalf of either party capable but for this clause of constituting a condition or warranty whether collateral to any contract between the buyer and the company or implied by statute, common law or otherwise is hereby expressly withdrawn or cancelled.
- (ii) The Company warrants that goods shall at the time of tender for delivery correspond to any agreed specification but, in the absence of any agreed specification, the Company warrants that the goods shall at the time of tender for delivery be of normal commercial quality.

In the event of any breach of the above warranty the company will at its option:

- (a) Replace any goods shown to be in breach of the warranty or
- (b) Repair or otherwise bring the goods into conformity with the agreed specification or (as the case may be) normal commercial quality or
- (c) Take back any goods shown to be in breach of the warranty and refund the appropriate part of the price.

Any performance of any one of the above options shall constitute an entire discharge of the seller's liability under this warranty.

The above warranty and undertaking is conditional upon:

- (i) The buyer inspecting the goods upon delivery of the same.
- (ii) The buyer giving notice within 48 hours of delivery of all defects or (in the absence of a delivery note signed by or on behalf of the buyer of shortages in the goods) which have been or ought with reasonable diligence to have been ascertained on such inspection and in the case of defects or shortages which were not reasonably ascertainable on such inspection within 48 hours of the same becoming apparent.
- (iii) The buyer affording the Company a reasonable opportunity to inspect the goods.
- (iv) The buyer making no further use of the goods after the time of discovery of the defect, the goods not having been damaged by the buyer (no account being taken for this purpose of fair wear and tear at the time of discovery of the defect).

In the event of any breach of the above warranty in relation to only part of the goods to be supplied by the Company under any order or contract such breach shall not entitle the buyer to cancel or refuse delivery of the remainder of the goods so to be supplied.

- (v) No Liability will be accepted for any defect in the goods unless the same have been stored and used in accordance with the Company's instructions either contained in any agreed specification or technical information sheet or on the container of the goods.
- (vi) Where goods are found to be defective and are found by us to be as such, our maximum liability shall extend only to replacement of the faulty goods. Faulty goods shall not form the subject of any claim for labour costs or other possible expenditure incurred by the Purchaser and the Company will not be responsible for direct, indirect or consequential loss or damage howsoever arising out of any such fault.
- (vii) In the event that a product should have a hidden defect, the Company's responsibility, if any, shall be limited to the replacement of the faulty product only.

3. COLOURS AND SHADES

The Company will endeavour to maintain the colours and the shades of any goods, but is unable to guarantee that there will not be slight differences between colours and shades of one delivery or part of a delivery and another delivery or part of such other delivery.

4. DELIVERY

- (i) Unless the Company otherwise stipulates delivery shall be at the buyers trade premises.
- (ii) Any time or date for delivery specified by the Company is an estimate only and any subsequent change to a specified time, does not entitle the Purchaser to claim damages or interest from the Company.
- (iii) The Company's delivery note shall be conclusive evidence of the quantity of goods delivered.
- (iv) The Company may at its discretion make instalment deliveries.
- (v) Deliveries may be wholly or partially suspended and the time of such suspension added to the original delivery date in the event of a stoppage, delay or interruption of work in the establishment of the company during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the seller and in the happening of any such event or events the Company shall be entitled at any time on notice to the buyer to make partial delivery only and/or to determine the contract without prejudice in any such case to rights accrued in respect of deliveries already made.

5. CANCELLATIONS

In no circumstance shall any goods be returned to the Company nor orders cancelled nor deliveries suspended by the buyer without the Company's prior consent. Such consent to be at the sole discretion of the Company and on terms which indemnify the Company against all loss thereby suffered.

6. RETURNS

- (i) Goods correctly supplied may not be returned without the Company's agreement.
- (ii) Where goods are alleged to be not in conformity with the Company's published specification, full details must be given. Credits for replacement(s) will not be issued until defects have been agreed by the Company. In no circumstances will goods that have been used be accepted for credit.
- (iii) Please note the Company reserves the right to modify specifications of any products supplied by the Company in line with the Company's policy of continual improvement.
- (iv) Products cannot be accepted back by the Company if they have in any way been tampered with, or are missing vital accessories or components.
- (v) Claims or defects, faulty goods, shortages against delivered orders etc. must be made to the issuing office within 48 hours of delivery, quoting the relevant delivery note number.

7. PRICE

- (i) The Company may from time to time stipulate a minimum order value of any goods.
- (ii) The Company's price for the goods shall, unless otherwise stated, include delivery to the buyers trade premises.
- (iii) The Company reserves the right to amend prices by increase or decrease without prior notification to the buyer.

8. PAYMENT

- (i) Where credit terms are allowed, payment is due as agreed on each account. Otherwise, all accounts are payable on demand. No receipts will be issued against payments by cheque unless specifically requested.
- (ii) Payment by the due date shall be the essence of the contract.
- (iii) Unless otherwise agreed in writing, payment shall be made in pounds sterling.

9. PASSING OF RISK

The risk in the goods shall pass to the buyer upon delivery of the goods at the buyers trade premises. Where the buyer agrees to take delivery elsewhere than the buyers trade premises, risk in the goods shall pass when the goods are delivered in accordance with the buyers instructions. For the avoidance of doubt, delivery shall be completed when the goods are unloaded from the Company's delivery vehicle.

10. TITLE OF GOODS

The Company and the buyer agree that until the Company has been paid in full for the goods:

- (i) Property in the goods shall remain with the Company and the buyer shall hold the goods as a bailee and be fully accountable to the Company in respect thereof until such time as payment in full has been received by the Company for the goods delivered to the buyer under this contract together with any sum payable in respect of the goods under this contract.
- (ii) Without prejudice to the buyer's continuing fiduciary obligations to the Company as a bailee of the goods the buyer shall be entitled to sell the goods and to pass the property in the same to third parties in the normal course of business until otherwise notified by the Company in writing, and until such time as all sums owing by the buyer to the Company under this contract have been paid.
- (iii) As bailor of the goods the Company by its employees or agents shall (without prejudice to the buyer's continuing fiduciary obligation) be entitled to enter upon or into any land, building or vehicles where the goods or part of them are situated or are reasonably thought to be situated to retake possession of the same, if the Company judges that the amount outstanding from the buyer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord the buyer.
- (iv) Upon the happening of any of the events set out in clause 14 of these conditions the buyer's authority to sell the goods shall end and all goods belonging to the Company shall be delivered to the Company and all proceeds of the sale of the goods received by the buyer prior to the withdrawal of authority shall be paid to the Company

11. FORCE MAJEURE

The Company shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder, where the same is occasioned by any cause whatsoever that is beyond the sellers control including but, not limited to an act of God, war, civil disturbance, requisitioning Governmental or Parliamentary restrictions, prohibitions or enactments of any kind, import or export regulations, strikes, lock-outs or trade disputes (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, flood, fire or accident. Should any such event occur the Company may cancel or suspend the order without incurring any liability for any loss or damage thereby occasioned.

12. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptive and forwarding specifications, drawings and other particulars issued by the Company are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract.

13. PATENTS

In the event of any claim being made or action made or action being brought against the buyer in respect of infringement of British Patents by the use or sale of goods supplied, the Company shall be at liberty, with the buyer's assistance if required but at the Company's expense, to conduct through the Company's own lawyers and experts all negotiations for the settlement of the same or any litigation that may arise therefrom subject to such notifications and provided that no goods or any part thereof shall be used for any purpose other than that for which the Company supplied, the Company will indemnify the buyer in respect of such claims.

14. BANKRUPTCY

In the event of the buyer committing any breach of contract with the Company or if any distress or execution is levied upon the goods of the buyer or if he offers to make any arrangement with or for the benefit of his creditors or commits any act of bankruptcy or being a limited company has a Receiver appointed of its undertaking or assets or any part thereof or, for the purpose of a reconstruction or amalgamation without insolvency, goes into liquidation, the Company shall thereupon be entitled without prejudice to its other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any involved part thereof, or at the Company's option to make partial deliveries.

15. COPYRIGHT

All drawings, descriptions and other information submitted by the Company shall remain the property of the Company, together with the copyright therein.

16. VALUE ADDED TAX

Where chargeable, Value Added Tax will be charged at the rate applicable at the date of despatch.

17. LEGAL CONSTRUCTION

Unless otherwise agreed by the Company in writing, these conditions and the agreement to which this document relates, shall in all respects be constructed and operate as an English contract in conformity with English law.