

Terms & Conditions

1. General

Unless otherwise expressly agreed in writing by inhus or authorised executive of the company all goods are sold upon the following terms and conditions and no agent or representative of the company has any authority to vary or omit these terms and conditions. Any terms and conditions printed on the buyers order forms or in any correspondence or elsewhere or implied by trade custom practise or course of dealing are binding only insofar as they are not at variance with these terms and conditions and they have been specifically agreed to in writing by a director or authorised executive of the company and any purported provisions to the contrary are hereby extinguished or excluded.

2. Interpretation

TERMS:
'COMPANY' means the company;
'CONTRACT' means the contract for the sale and purchase of the inhus;
'DELIVERY ADDRESS' means the address stated in the Customer's Written order which the Company is to deliver the inhus.
'CUSTOMER' means the person whose order for the inhus is accepted by the Company; 'inhus' means the inhus home office which the Company is to supply in accordance with these 'TERMS' means the standard terms and conditions set out in this document and 'WRITING', and any similar expression, includes facsimile transmission but not electronic mail or other means of electronic communication. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re enacted or extended at the relevant time.
The headings in these Terms are for convenience only and shall not affect their interpretation.

3. Acceptance Of Orders

- The company's acceptance of the buyer's order shall be effective only where made in writing on the company's acceptance of order form duly countersigned by a director or authorised executive of the company and no contract shall be concluded until such written confirmation is given.
- Orders which do not conform to the company's standard box quantities will be adjusted accordingly by the company and in such circumstances the buyer shall pay for the actual quantity delivered.

4. Sales

- The Customer shall purchase the inhus in accordance with the Company's Written quotation, or the Customer's Written order, subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
- No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company
- The Company's employees or agents are not authorised to make any representations concerning the inhus unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the application or use of the inhus which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- Any typographical, clerical or other error or omission in any such literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

5. Prices

- The prices payable for the goods shall be those contained in the company's current price list at the time of despatch. The company shall have the right at any time to withdraw any discount from its normal prices and/or to revise prices and/or to revise prices and/or to increase in costs prior to delivery including (without limitation) the costs of any goods, materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and other variation in exchange rates.
- Unless otherwise specified prices are exclusive of packing, carriage, VAT and any other tax or duties payable by the buyer.

6. Orders and Specifications

- No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.
- The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the inhus within a sufficient time to enable the Company to perform the Contract in accordance with its Terms.
- The quantity, quality and description of the inhus and any specification for it shall be as set out in the Customer's order.
- The inhus shall be supplied in accordance with the description contained in the Company's specification.
- The Company may from time to time make changes in the specification of the inhus 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 inhus.
- Any contractual description of the inhus by the Company relates to the identity of the inhus but only if it relates to a central characteristic of the inhus or to a substantial ingredient in its identity.
- The Company reserves the right to make any changes in the specification of the inhus which are required to conform with any applicable statutory or E.U. requirements or, where the inhus is to be supplied to the Company's specification, which do not materially affect their quality or performance.
- No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on terms that the Customer shall indemnify the Company 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 the Company as a result of cancellation or deferment.

7. Delivery

- The company will use all reasonable endeavours to deliver at the time stated but delivery dates shall be regarded as estimates only and not of any contractual effect and the company shall not be liable for any delay occasioned by any cause whatsoever beyond the company's control.
- Goods shall be deemed to be delivered when they leave the premises of the company.
- In the case of delivery of goods by instalments the buyer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract.
- If the buyer fails to give delivery instructions within 14 days of being notified that the goods are ready for delivery the company shall (without prejudice to any other rights or remedies available to it) be entitled (but not bound) to store the goods at any available place at the buyer's expense.
- Unless otherwise stated, goods will be consigned by courier to any address in the United Kingdom specified by the buyer in writing.
- The costs of carriage and packaging (including cases and materials) will be charged to the buyer on the invoice for the goods at the time of despatch. Packing cases and materials are non-returnable unless otherwise stated.

8. Risk And Title To Goods

- The risk in the goods passes to the buyer on delivery but the property of the goods remains vested in the company and shall only pass from the company to the buyer upon full payment being made by the buyer of all sums due (in respect of the goods) on whatsoever account or grounds to the company from the buyer. In the event of the goods being sold by the buyer in such a manner as to pass to a third party a valid title to the goods, whilst any such items are due as aforesaid, the buyer shall be the trustee for the company of the proceeds in a separate bank account. The company's right under the sub-clause (a) shall attach to the proceeds of such a sale. Nothing herein shall constitute the buyer the agent of the company for the purchase of any such sub-sale.
- The buyer agrees that prior to full payment being made as aforesaid the company may at any time repossess the goods and enter upon the buyer's premises and remove the goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the buyer shall keep such goods as fiduciary agent and bailee and separate and identifiable for this purpose.
- In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-clause (a) hereof the company shall have the ownership of and title to such other products (but not by way of charge) as if they were the goods and accordingly this clause 5 shall so far as is appropriate apply to such other products subject to the buyer's right to the surplus of monies realised by the said products in excess of those due to the company as provided herein.
- Any implied authority that the buyer shall be entitled to sell the goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until otherwise notified to the buyer by the company or until the happening of any of the following events (whichever is the earlier):
 - any notice to the buyer that an administrative receiver or other receiver or manager is to be or has been appointed in respect of its undertaking or of any part thereof or the property assets;
 - if there is any notice to the buyer that a petition to wind up the buyer is to be or has been presented to the buyer under section 124 of the insolvency act 1986 or otherwise any notice to the buyer of a proposal to pass a resolution to wind up the buyer (including any proposal by the buyer to do so);
 - a decision by the buyer to make a voluntary arrangement or composition with its creditors or any notice to the buyer and/or any of its creditors that a proposal for the same is to be or has been made;
 - the buyer becoming unable to pay its debts as such expression is defined by the insolvency act 1986 or;
 - any notice to the buyer that it is to be the subject of a petition for an administrative order presented to the courts or the making of an administrative order in respect of the buyer; and upon the happening of any such event the buyer shall immediately notify a director or other authorised executive of the company.
- On receipt of written notice from the company or on the happening of any of the events set out in sub-clause (d) above the buyer's implied authority to sell the company's goods shall be immediately withdrawn and all such goods and products made therefrom shall immediately be delivered to the company.
- The buyer shall insure and keep insured goods to their full value against all normal commercial risks from the date of delivery of goods and shall whenever requested by the company produce a copy of the policy of insurance to the company. Without any prejudice to any other rights of the company if the buyer fails to comply fully with the terms of this sub-clause all sums due on whatsoever account or grounds to the company from the buyer shall become immediately due and payable.

9. Notification Of Loss Or Damage

The company must be informed in writing within three days of delivery of goods in the event of any shortage or damage and within seven days of receipt of invoice if the goods have not been delivered otherwise the goods shall be deemed to have been accepted by the buyer as being in good order and in conformity with the contract.

10. Payment

- Unless otherwise stated payment is strictly CTD (cash on delivery), normal terms of payment as agreed in writing between the Customer & Company, 40% deposit, 30% on date delivery / installation & 30% upon sign of product completion, balance of which is to be paid before hand over of keys. Payment of price in the absence of the company's credit worthiness of the buyer shall have deteriorated. Failure to make due payment in respect of deliveries or instalments under this or any other contract between the buyer and the company shall entitle the company to delay, suspend or cancel deliveries in whole or in part at its option.
- Any extension of credit allowed to the buyer may be changed or withdrawn at any time.
- If payment is not made in full by the date stated on the invoice then the company reserves the right to charge interest to the buyer at a rate of 3% per annum above the base rate from time to time of the Royal Bank of Scotland Plc., on the unpaid balance (such interest to accrue on a day-to-day basis from the date stated on the invoice (as well after as before any judgement)). Payment shall be due whether or not property in the goods has passed by the virtue of clause 5 and the company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed. If in the opinion of the company the credit worthiness of the buyer shall have deteriorated prior to delivery the company may require full or part payment of the goods prior to delivery or the provision of security for payment by the buyer in a form acceptable to the company.
- Notwithstanding the above, if full payment has not been made on the due date the Agreement may be terminated forthwith by the Company serving not less than 48 hours written notice to the Customer whereupon the Company shall be entitled to remove the inhus and for such purpose the Company shall have an irrevocable licence or authority to enter upon the installation site with such transport as may be necessary to recover the inhus. The Customer shall render all reasonable assistance to the Company to enable the Customer to disconnect the electricity supply and dismantle and remove the inhus from the site.
- In these circumstances the Customer shall be liable for a removal charge of £1750 plus VAT together with the cost of arranging for an electrician to disconnect the power supply.

11. Liability

- The buyer shall inspect the goods upon delivery. The company will make good at its option by repair or replacement of any defects in the goods due to faulty installation or materials which are notified in writing to the company and in the case of defect discoverable upon reasonable examination such notification must be made within (eight) weeks from the date of delivery and in the case of any defect not discoverable upon reasonable examination such notification must be made with in (fourteen) days of the date such defect is actually discovered providing that:
 - the aforesaid obligations of the company shall not extend to defects caused by willful damage, negligence (other than by employees or agents of the company) incorrect storage or application movement installation or defects caused by fair wear and tear; and
 - the aforesaid obligations of the company shall not extend to the misuse whether by incorrect matching with size or type of fastener excessive torque loading or otherwise accident, improper selection, unsuitable storage or deterioration due to exposure or other matters beyond the control of the company; and

- if required by the company and at the buyer's cost the goods are returned with in fourteen days of notification of the defect packaged and transported in accordance with the company's requirements; and
 - the aforesaid obligations of the company shall in any event only apply for a period of twelve months from the date of delivery.
- No goods are to be returned to the company without prior written permission signed by a director or an authorised executive of the company covering the specific items and quantity. An amount equal to 15% of the net invoice value may be retained by the company in respect of a handling charge.
 - Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the company and save for breach of the seller's statutory implied undertakings as to title all express or implied conditions representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded.
 - Save for liability for death or personal injury resulting from negligence of the company the company shall not be liable under any one claim or under the total of all claims arising from any one act or default of the company or of the company's employees such claim (be it by negligence, breach of contract, misrepresentation or otherwise) shall in no circumstances exceed the figure of £500'000.00 or such greater figure as is from time to time the limit of liability laid down by the company's insurers in respect of such claims PROVIDED THAT the company shall not be liable for any loss or damage to any property other than to the goods (in accordance to the warranty contained in this clause) or for any consequential or indirect loss or loss profits or of contract whatsoever (whether arising from the company's negligence or otherwise)

12. Planning

The Customer shall ensure that the installation of the inhus does not contravene any planning or other regulation or legislation. The Company accepts no responsibility for the failure of the Customer to comply with such regulations or legislation.

13. Installation

- The inhus shall be installed by the Company at the Delivery Address.
- The buyer agrees to deliver the inhus to the Company at the Delivery Address. Before the agreed delivery date you must inform the Company of any problems that may encounter in gaining access to your property.
- The Company will install the inhus using reasonable care and skill and as far as reasonably possible in accordance with the design and specification.
- Any date specified by the Company in the order confirmation for the installation of the inhus is approximate only and will be confirmed by the Company at least 5 working days before installation. This date shall not be made of the essence by virtue of this confirmation. Where no dates are specified, installation shall be within a reasonable time. Subject to the provisions of these Terms the Company will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or in the actual installation of the inhus, nor will delay in installation entitle the Customer to terminate or rescind the Agreement. Any liability of the Company for non-delivery of the inhus shall be limited to refunding the deposit (if any). Notwithstanding that the Company may have delayed or failed to deliver the inhus promptly the Customer shall be bound to accept delivery and pay for the inhus in full provided delivery shall be tendered at any time within 3 months of the date specified in the order confirmation.
- The Customer must ensure that the installation site is easily accessible and there is adjacent all day parking for a 7.5 tonne lorry (9m long, 3m wide). In addition that the installation site is sound, level and free from any obstructions or dangers. The Company shall use all reasonable endeavours not to cause damage to the Customer's property and shall make good any damage caused.
- If in the reasonable opinion of the Company the installation site does not comply with any of the requirements, the Company may in its absolute discretion either defer installation until such time as the Customer has resolved the matter to the Company's reasonable satisfaction or the Company may cancel the Agreement by written notice with immediate effect. The Customer shall indemnify the Company for all additional costs incurred due to any such deferment. Where the installation has been deferred but the Customer has not resolved the matter to the Company's reasonable satisfaction within 14 days of the original installation date then the Company may immediately cancel the Agreement and return the Customer's deposit less an amount in respect of all the Company's charges and expenses as set out above.
- The Customer shall be responsible for the safety of the Company's employees and those of any sub-contractor during installation of the inhus, and in particular prior to commencement of the works shall ensure that the Company or any precautionary measures desirable for the safety and well-being of such employees whilst on site.
- The Customer shall ensure that the Company is provided with all necessary electricity for the use of its employees or those of any sub-contractor in connection with the installation of the inhus.

For the avoidance of doubt, notwithstanding that the Company has agreed to install the inhus, delivery of the Goods shall be made when the inhus is brought on site by the Company and accordingly the Customer shall be responsible from that time for the secure storage of the inhus whilst on site and for damage to or loss of the inhus thereafter.

- The Company shall not be responsible for and shall have no liability to the Customer in respect of:
 - any damage caused by prevailing site or weather conditions;
 - any failure by the Customer to ensure that the dimensions of the opening into which the inhus is to be installed conform to the dimensions advised to the Company by the Customer or any other defect, deficiency or irregularity in any such opening; or
 - any damage whatsoever caused to the inhus after completion of the works
- On completion of the installation the Company will issue an installation checklist for counter signature by the Customer confirming that the inhus has been installed to the Customer's satisfaction and following the payment of the balance of the price of the inhus will then be formally handed over. It is the Customer's responsibility to arrange for a qualified electrician to connect the inhus to the Company's electricity supply and the Company excludes all liability in this respect. If the Company provides the name of an electrician to the Customer, it is the Customer's responsibility to satisfy themselves that the electrician is suitably qualified electrician to connect the inhus to the Customer's electricity supply and the Company excludes all liability in this respect.

14 Risk and Property

- Risk of damage to or loss of the inhus shall pass to the Customer upon handover of the keys to the inhus and responsibility for effecting and maintaining insurance cover passes to the Customer at that time.
- Notwithstanding delivery and the passing of risk in the inhus, or any other provision of these terms, the property in the inhus shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the inhus.

15 Warranty

- The Company warrants that the structural elements of the inhus will be free from any significant defect for a period of 5 years from the date of the Contract. For the purposes of this clause 'structural elements' means the floor, roof and external walls of the inhus but not the internal cladding, windows or doors. In addition, the Company warrants that upon installation the inhus shall be free from any significant defect in other materials or otherwise.

- If the inhus does not conform to these warranties the Company will take such steps as it deems necessary to bring the inhus into a condition where it is free from such defects, or, at the Company's sole discretion, refund the purchase price of the inhus to the Customer. The Customer shall provide the Company with access and all reasonable assistance so that it may remove the inhus whereupon ownership shall vest in the Company.
- The Company shall not be liable for a breach of the warranty set out above relating to workmanship and materials other than 'structural elements', unless the Customer gives written notice to the Company within one month from the date upon which the Customer signs the installation checklist referred to in clause 6.5 and the Company is given a reasonable opportunity after receiving the notice of examining the inhus. If the Customer does not so notify the Company the Customer shall not be entitled to reject the inhus and the Company shall have no liability for such failure, and the Customer shall be bound to pay the price as if the inhus had been delivered and installed in accordance with the Contract.
- The Company shall not be liable for a breach of the warranty set out above caused by any settlement or subsidence of the installation site.
- Where the inhus is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.
- Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the inhus (including any delay in supplying or any failure to supply the inhus in accordance with the Contract or at all) or their use by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the inhus, except as expressly provided in these Terms.
 - The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the inhus, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
 - Act of God, explosion, flood, pest, fire or accident
 - war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - import or export regulations or embargoes;
 - strikes, lock outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
 - difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - power failure or breakdown in machinery.

16. Force Majeure

- The Company shall not be liable to the buyer for any loss or damage that may be suffered by the buyer as a direct result of the supply of goods by the company being prevented, hindered, delayed or rendered uneconomical by reason of circumstances or events beyond the company's including but not limited to act of god, war, riot, civil commotion, government controls, restrictions or prohibitions or any other government act or omission whether local or national fire, flood, storm, subsidence, sabotage, accident, strike, lock-out, trade dispute or labour disturbance, breakdown of plant or machinery and shall not be liable for any loss or damage resulting there from suffered by the buyer.
- If due to any circumstance falling within the scope of sub-clause 9(a) above the company has insufficient stocks to meet all of its commitments then the company may apportion available stocks between its customers at its sole discretion.

17. Safety Instructions

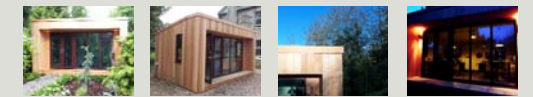
The buyer undertakes with the company that it will ensure compliance so far as is reasonably practicable by its employee's, agents, licensees and customers with any instructions given by the company or the manufacturer for the purpose of ensuring that the goods will be safe and without risk to health when properly used and will take any other steps or precautions as having regard to the nature of the goods as are necessary to preserve the health and safety of persons handling, using or disposing of them.

18. Legal Interpretation

Any agreement to which these terms and conditions apply shall be governed and construed in accordance with English law and any dispute arising out of or in connection with such agreement shall be determined by the English courts.

19. Severance And Waiver

- In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.
- Failure or neglect by the company to enforce at any time any of the provisions hereof shall not be construed as nor be deemed to be a waiver of the company's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of these terms and conditions and the company's right to take subsequent action shall not be prejudiced thereby.



Any questions please
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