

AluK Price List 2022

Service Offering

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Finishes & Lead Times

Price List	Description	Lead Time*
Mill Finish	Stocked	5 working days*
AluK BASE Stocked Profile	<p>Single Colour: 7016M 9005M 9910HG</p> <p>Dual Colour: 9910HG(INT) & 7016M(EXT) 9910HG(INT) & 9005M (EXT) 7016M(INT) & 9910HG(EXT) for open in or open out option 9005M(INT) & 9910HG(EXT) for open in option</p> <p>Anodised: Natural Silver</p>	5 working days*
AluK Colour Range	Stocked Mill paint to order - Single Colour	15 working days
Elements Homestead Spectrum Urbane	Stocked Mill paint to order - Dual Colour	20 working days
Other Colour Finishes	Stocked Mill paint to order - Single Colour	15 working days**
	Stocked Mill paint to order - Dual Colour	20 working days**
AluK Anodised Range	Stocked Natural Silver Stocked Mill	5 working days 25 working days

*Lead times, from acceptance of written order, are working days excluding next scheduled delivery date.

**Subject to powder being in stock

HARDWARE, ACCESSORIES & GASKETS LEAD TIMES

Price List	Description	Lead Time*
Hardware, Accessories & Gaskets	Stocked	5 working days*

*Lead times, from acceptance of written order, are working days excluding your next scheduled delivery date.

AluK Stocked products

Products that are available from Stock are indicated within the price list. Whilst we maintain sufficient stocks of these parts and ensure availability, we advise customers to communicate large orders in advance with the Customer Service department.

Where customers order quantities are outside of normal volumes lead times may be extended. It is advised that customers discuss such orders with our Customer Service team.

Non – stocked mill and / or painted products are also indicated in the Price List and are on extended lead times. It is advised that customers should contact Customer Services to request delivery dates for these orders.

OTHER COLOUR FINISHES – NON- STANDARD

All non-standard finish lead times are subject to stock availability. Customers are requested to check with the customer service department before any order is placed.

For all made to order paint orders (Non-Standard powder from Supplier) will be subject to a minimum surcharge of £500.

Special paint orders – once acknowledged and order cannot be cancelled.

Ordering & Pricing

ALUK GUIDE TO ORDERING

To confirm the finish type customers should prefix all part numbers ordered within the price list as follows:

0 = Mill Finish

1 = White (9910HG)

2 = Silver Anodised

5 = RAL Single Colour (followed by the RAL number) or Anodised colour reference

6 = RAL Dual Colour (followed by the RAL numbers) and / or Anodised colour reference

Example

AW6040 = Mill

AW6041 = White (9910HG)

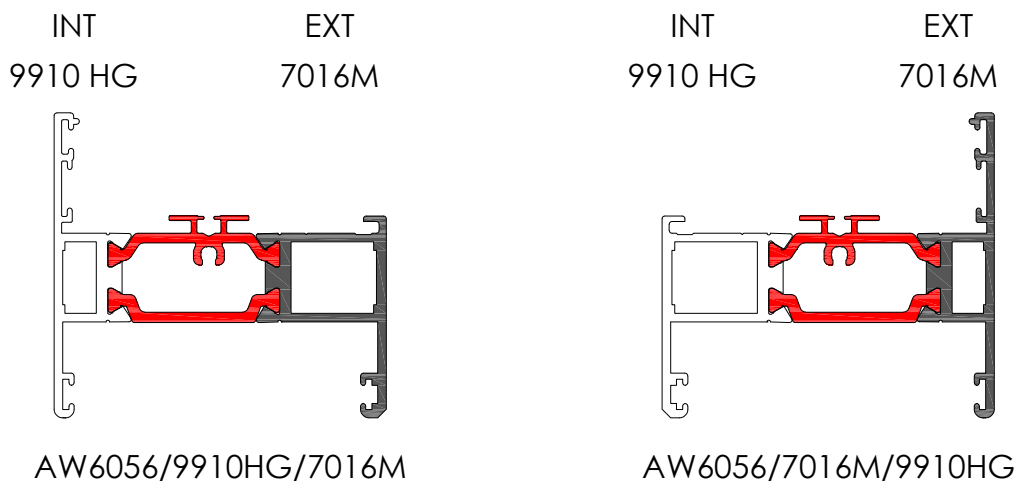
AW6042 = Silver Anodised

AW6045 7016M = RAL single colour

AW6046 9910HG/7016M = RAL Dual Colour

DUAL COLOUR PAINTING GUIDANCE

AluK dual colour profiles, unless specified will be supplied as presented in the AluK Technical Manual. Please see example below:



Where customers require profiles in the reverse position, should indicate by use of drawings when placing their order. Where no guidance is provided, AluK will always supply as per the above as presented in the AluK Technical Manual.

Customers are requested to ensure that they are using the most up to date AluK Technical Manual.

For more information please contact technical.uk@aluk.com or 01291 639 739

SINGLE & DUAL COLOUR PRICING

Price List	Description	Price Single	Price Dual
AluK Base	Stock profile (9910HG, 7016M, 9005M)	0	+3%
AluK Colour Range	Elements / Homestead / Spectrum	+5%	+37%
Colour Price Band A	STD RAL Akzo	+10%	+37%
Colour Price Band B	STD RAL Akzo	+15%	+37%
Colour Price Band C	STD RAL Akzo	+20%	+37%
Colour Price Band D	STD RAL Akzo	+25%	+37%
AluK Urbane Range	Anodic finish	+25%	+37%
AluK Stocked Silver Anodised	Silver Anodised	+40%	+37%
AluK Anodised	Anodised profile	+60%	+37%

Colour price band details can be provided from AluK Customer Service Department.

Colour Surcharges

Price List	Description	Surcharges
Mill Finish	Stocked	N/A
AluK Stocked Profile	<p>Single Colour: 7016M 9005M 9910HG</p> <p>Dual Colour: 9910HG(INT) & 7016M(EXT) 9910HG(INT) & 9005M (EXT) 7016M(INT) & 9910HG(EXT) for open in option 9005M(INT) & 9910HG(EXT) for open in option</p> <p>Anodised: Natural Silver</p>	N/A
AluK Colour Range	Stocked Mill paint to order - Single Colour	£100 for 40 bars or less (exclusive of bead)
Elements Homestead Spectrum Urbane	Stocked Mill paint to order - Dual Colour	£175 for 40 bars or less (exclusive of bead)
Other Colour Finishes	Stocked Mill paint to order - Single Colour (STD RAL)	Min: £150
	Stocked Mill paint to order - Dual Colour (STD RAL)	Min: £345
AluK Anodised Range	Stocked Mill	£800

Customer Returns

EXCESS RETURNS

Where customers wish to return surplus stock, AluK will assist where possible. Any returned surplus stock will be subject to a 20% handling charge at list price. No collection of material will be accepted unless the following criteria is satisfied and agreed prior.

- All returns must be notified within 5 working days of delivery.
- Original Sales Order number is provided along with Part number.
- The product is standard AluK stocked items.
- The product is packed/wrapped to protect during transportation.
- The product has been stored correctly in cool, dry and clean conditions.

Any product returns will be collected on the next scheduled delivery. AluK will make 3 attempts to collect any material. On failure of the 3rd attempt the collection will be cancelled.

Storage

Customers are advised to store all material supplied in cool, dry and clean conditions. AluK products are supplied wrapped in polythene packaging. Aluminium is a strong material, once treated and stored correctly it is a very versatile product. However, if left in direct sunlight within the current packaging could lead to product discolouration and / or staining.

Customers are advised not to store material (mill or painted) outside.

AluK Colour Offering

From contemporary to heritage, the AluK colour collection combines four high-quality colour ranges.

Elements, Homestead, Spectrum and Urbane each offer a wide choice of durable coatings that are extremely resistant to scratching and corrosion.

With an inspired range of textured, non-textured and anodised finishes, these palettes have been defined to reflect increasingly popular colour trends within the market.

AluK Base Colours

AluK Name	RAL Ref
Hippca White	HIPPCA9910HG
Anthracite Grey	RAL7016M
Deep Black	RAL9005M

AluK Elements

AluK Name	Elements range (Matt finish)
Mid Cream	RAL1015M
Warm Red	RAL3004M
Ocean Blue	RAL5003M
Mid Green	RAL6005M
Shadow	RAL7012M
Slate Grey	RAL7015M
Midnight Grey	RAL7021M
Green Grey	RAL7032M
Grey	RAL7038M
Warm Grey	RAL7039M
Chocolate Brown	RAL8017M
Dark Brown	RAL8019M
Light Cream	RAL9001M
Smoke Grey	RAL9006M
Ivory White	RAL9010M

AluK Homestead

AluK Name	Homestead range (Matt fine texture)
Caerphilly Round	RAL1013TEX
Golden Cap	RAL1015TEX
Holme Dune	RAL1019TEX
Monmouth Green	RAL6003TEX
Vale Green	RAL6021 TEX
Anthracite Grey	RAL7016 TEX
Coal Dust	RAL7021TEX
Cairn Stone	RAL7032TEX
Popping Crease	RAL7034 TEX
Folly Stone	RAL7044TEX
Lambswool	RAL9001TEX
Deep Black	RAL9005TEX
Munro Peak	RAL9010TEX
Frost White	RAL9910TEX

ALUK COLOUR OFFERING

AluK Spectrum

Spectrum Range	
Bleu 2600 Sable	YW361F
Bleu 2700 Sable	YW353F
Bohol	Y2212I
Brun 2650 Sable	YW366F
Cotton	YA406I
Detendre	Y2214I
Gris 2500 Sable	YW358F
Gris 2800 Sable	YW356F
Gris 2900 Sable	YW355F
Innoko Sable	Y4306I
Manganese 2525	YW280F
Mars 2525	YX355F
Noir 2300 Sablé	YW383I
Patah 2525	YW267I
Pyrite 2525	YW207F
Senoual 2525	YW266I
Starlight 2525 Sable	YX353F
Tijuka Sable	Y2306I
Yazd 2525	YW370F
Rouge 2600 Sablé	YW380I

AluK Urbane – Anodic

Anodic Range	
Anodic Ice	YW201E
Anodic Bronze	Y2214F
Anodic Black	YN205E
Driftwood	YL258E
Gold Pearl	YY217E
Golden Beach	YW255F
Steel Blue Gray 713	YX214E
Steel Blue Gray 715	Y2215F
Steel Bronze 1	Y2206F
Steel Bronze 2	Y2217F
Steel Blue Platinum	Y2207I
Soft Silver	Y2203I
Soft Champagne	Y2204I
Gold Splendour	Y2205I

AluK Standard Terms & Conditions of Sale

The Customer's attention is particularly drawn to clause 5 (Warranties & Limited Liabilities)

1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

"Conditions" means these terms and conditions as they may be amended from time to time in accordance with clause 10.

"Customer" means the person, firm, company or other organisation purchasing Goods from the Supplier (as named in the Order).

"Contract" means a contract between Customer and the Supplier for the supply of Goods in accordance with these Conditions.

"Force Majeure Event" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, pandemic, epidemic, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental action and any other similar events;

"Goods" means any article, part, tool, accessories and hardware specified in a Contract which are sold to the Customer.

"Goods Specification" means any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier and attached to the Order.

"Order" means the Customer's order for the Supply of Goods.

"Qualicoat Specification" means the relevant specification in force at the time of manufacturing the Goods as established by Qualicoat, which define the minimum requirements for plant and equipment, coating materials and finished products.

"Supplier" means AluK (GB) Limited a company registered in England and Wales with company number 02881320 (VAT number GB615920448) and registered office at Newhouse Farm Ind Estate, Chepstow, NP16 6UD, and will include its employees, servants, agents and/or duly authorised representatives.

"Warranty" means the warranty contained in clause 5.

BASIS OF CONTRACT

- 1.2 An Order by the Customer shall constitute an offer by the Customer to purchase the specified Goods on the terms of these Conditions. No Order shall be deemed to be accepted by the Supplier until it issues an order number or (if earlier) the Supplier notifies the Customer that the Order is ready for delivery or collection, at which point and on which date the Contract shall come into existence.
- 1.3 The Supplier will not be bound by any change purported to be made to these Conditions by any of the Supplier's staff unless a director of the Supplier confirms in writing that the change is agreed.
- 1.4 These Conditions form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to impose or incorporate under any purchase order, confirmation of order, specification or other document or which are implied by trade, custom, practice or course of dealing).
- 1.5 Any quotation given by the Supplier to the Customer shall constitute an offer and is only valid for a period of 30 calendar days from its date of issue.
- 1.6 If there is any inconsistency between these Conditions and any other documentation or information provided to the Customer, then to the extent of any conflict (except for details of price, payment, or delivery in any Order), these Conditions will prevail.
- 1.7 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2 SUPPLY OF GOODS

- 2.1 The Supplier shall supply and the Customer shall purchase such quantities of Goods as set out in the Order in accordance with the Conditions of Contract.
- 2.2 Goods are sold subject to them being available for sales to the Customer at the time required by the Customer. The Supplier will not be liable for the any loss suffered by the Customer as a result of the Goods being unavailable for the sale.
- 2.3 The Goods are as described in the Goods Specification.
- 2.4 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements. The Supplier shall notify the Customer in any such event.

3 DELIVERY AND/OR COLLECTION OF GOODS

- 3.1 Where the Order states that the Goods shall be:
- 3.1.1 delivered by the Supplier, the Supplier will endeavour to deliver the Goods to the delivery location set out in the Order within the estimated delivery times quoted in the Order. Delivery of the Goods shall be completed on the completion of the unloading of the Goods at the delivery location.
- 3.1.2 collected by the Customer, the Supplier will endeavour to make the Goods available at the location stated in the Order on or before the collection date quoted in the Order. The Customer shall liaise with the Supplier's Customer Service and/or Logistics Department for further detail as to collection. Delivery of the Goods shall be deemed completed when the Supplier makes the Goods available for collection at the Supplier's premises.
- 3.2 If the Customer fails to take delivery of the Goods or collect the Goods from the Supplier's premises within five (5) days of the Supplier notifying the Customer they are ready for delivery or collection, the

Supplier may resell or otherwise dispose of part or all the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

- 3.3 If the Supplier fails to deliver the Goods or make the Goods available for collection within five (5) days of the delivery or collection date quoted in the Order without prior agreement detailed in writing with the Customer to do so, the Customer may (by informing the Supplier in writing) cancel the Contract, in which case clause 9 (Termination) will apply. However the Customer may not cancel if:
- 3.3.1 the Supplier has received such notice after the Goods have been dispatched or have been made available for collection; and
- 3.3.2 the Contract is for Non-Stock or is Made to Order Goods.
- 3.4 If the Customer accepts delivery of the Goods after the estimated delivery time, the Customer will have no claim against the Supplier for delay (including indirect or consequential loss, or increase in the price of the goods).
- 3.5 The Supplier reserves the right to deliver or make available the collection of the Goods in instalments. Where Goods are delivered or made available for collection in instalments, the Supplier may invoice for them separately. The Customer may not cancel the whole Contract or any instalment because of any delay in delivery or defect in another instalment.
- 3.6 The Supplier may decline to deliver the Goods or make the Goods available for collection if:
- 3.6.1 it is deemed unsafe, unlawful or unreasonably difficult to do so; or
- 3.6.2 the premises (or the access to them) are unsuitable for the Supplier's delivery vehicle
- 3.7 Delivery and/or collection dates stated in the Order are approximate only and time for delivery and/or making the Goods available for collection is not of the essence. The Supplier shall not be liable for any delay in or failure to deliver or make available the collection of any Goods that is caused by a Force Majeure event, the Customer's failure to provide the Supplier with adequate or any other instructions that are relevant to the Supply of Goods.
- 3.8 The Customer on delivery of Goods is required to check the order. The Customer is required to notify the Supplier within 7 days of delivery of any missing, wrong or damaged parts to the order.

4 RISK, OWNERSHIP AND INSURANCE

- 4.1 Risk in the Goods will pass immediately to the Customer upon delivery in accordance with clause 3.1.
- 4.2 Ownership of any Goods remains with the Supplier until all monies are payable to the Supplier by the Customer for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due have been paid in full (in cash or cleared funds), in which case title to the Goods shall pass at the time of payment of all such sums.
- 4.3 Stillages used and provided by the Supplier to deliver Goods will in all situations remain the property of the Supplier, and these shall be made available to return to the Supplier upon specific request of the Supplier.
- 4.4 Until ownership in the Sale Goods passes to the Customer, the Customer shall:
- 4.4.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
- 4.4.2 store such Goods separately from all other goods and materials held by the Customer and ensure that they remain identifiable as the Supplier's property;
- 4.4.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
- 4.4.4 not remove, deface or obscure any identifying mark or packaging on or relating to such Goods;
- 4.4.5 maintain the Goods in satisfactory condition; and
- 4.4.6 keep them insured as from the time they are delivered for their full value, against all risks with a reputable insurer that is acceptable to the Supplier (acting reasonably). The Customer shall (if requested by the Supplier) obtain an endorsement of the Supplier's interest in the Goods on its insurance policy, subject to the insurer being willing to make the endorsement.
- 4.4.7 immediately inform the Supplier in writing if the Customer becomes, or likely to become, insolvent (as set out in clause 12.3);
- 4.4.8 give the Supplier such information relating to the Goods as the Supplier may require from time to time; and
- 4.4.9 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 4.5 Notwithstanding clause 4.2, the Customer may at any time before title to the Goods has passed to the Customer use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clauses 12.3 has occurred or is likely to occur. If the Customer resells the Goods in accordance with this clause 4.4, title to the Goods shall pass to the Customer immediately prior to the resale. The Supplier may limit or revoke the Customer's right to use or resell the Goods under this clause by notifying the Customer in writing. The Customer's right to use or resell the Goods under this clause shall automatically cease upon the Customer notifying the Supplier that it has become, or is likely to become, insolvent (as set out in clause 12.3).
- 4.6 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 12.3, the Supplier may:
- 4.6.1 require the Customer at the Customer's expense to re-deliver all Goods in its possession which have not been irrevocably incorporated into another product to the Supplier; and
- 4.6.2 if the Customer fails to do so promptly, enter any premises of the Customer or third party where the Goods are stored and repossess them.
- 4.6.3 The Supplier has the Customer's permission to enter any premises where the goods may be stored:
- 4.6.4 at any time, to inspect them; and
- 4.6.5 after your right to use and sell them has ended, to remove them, using reasonable force if

- necessary.
- 5 **WARRANTIES & LIMITED LIABILITIES**
- 5.1 Subject to the conditions set out below the Supplier warrants that the Goods at the time of delivery corresponds with their specification and will;
- 5.1.1 be free from defects in material and workmanship
- 5.1.2 comply in all material respects with the Goods Specification;
- 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and be fit for any purpose held out by the Supplier; be inspected and checked to the best of the Suppliers' ability to ensure compliance with the requirements of the goods specification for a period of 5 years from delivery (excluding clause 3).
- 5.2 The above Warranty is given by the Supplier in relation to Goods only. Specifically in relation to polyester powder paint finishes, the warranties that shall apply in all cases are the back-to-back warranties provided by the powder paint manufacturers. These warranties are directly dependent on the proximity of the installed location of the Goods to any Coastline, Industrial Environment or Swimming Pool .
- 5.3 The Supplier gives no other warranty and makes no other representation (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the Goods or their fitness for any purposes and all warranties and conditions (including the conditions implied by sections 13-15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- 5.4 The Supplier shall have no liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 5.5 The Warranty is not transferrable and does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.
- 5.6 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to comply with Specification shall (whether or not be refused by the Customer) be notified to the Supplier within 7 days from the date of delivery. If delivery is not refused and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 5.7 Subject to clause 5.8, any valid claim by the Customer, the Supplier shall, at its option, repair or replace the defective Goods (or part) or refund the price of the defective Goods (or part) in full. That the Supplier is given a reasonable opportunity of examining such Goods at the Customer's premises; and the Customer (only if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's own cost.
- 5.8 The Supplier shall not be liable for a Goods' failure to comply with the Warranty set out in clause 5.1 in any of the following events:
- 5.8.1 the Customer makes any further use of those Goods after giving notice in accordance with clause 5.1;
- 5.8.2 such failure arises by reason of wear and tear, wilful damage, negligence or could be expected to arise in the normal course of use of the Goods;
- 5.8.3 the defect arises because the Customer failed to follow the Supplier's or manufacturer's oral or written instructions for the storage, fabrication, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.8.4 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- 5.8.5 the Customer alters or repairs those Goods without the written consent of the Supplier;
- 5.8.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 5.8.7 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.9 Except as set out in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty set out in clause 5.1.
- 5.10 This Warranty shall not be renewed or extended by repairs or replacements.
- 5.11 The Supplier is not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the Contract or the supply of Goods or their use, even if the Supplier is negligent. For the avoidance of doubt, this shall include any such losses that may arise if the goods are not delivered, or if they are not delivered by the estimated delivery date.
- 5.12 If the Goods or any part of the Goods is manufactured by somebody else other than the Supplier, or if any process applied to the Goods is carried out by somebody else, then the Supplier's liability to the Customer for Goods that fail to comply with the Warranty in clause 5.1 shall be limited to the amount that the Supplier may recover from such third party.
- 5.13 Subject to clause 5.7, the Warranty granted by the Supplier to the Customer includes Supplier production costs only.
- 5.14 Nothing in these terms restricts or limits the Supplier's liability for fraud or fraudulent misrepresentation or for death or personal injury resulting from negligence, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability that cannot legally be excluded
- 6 PAYMENT**
- 6.1 The price for the Goods and /or charges for any services shall be as set out in the Order or otherwise as shown in the Supplier's current price list in force at the date of the Order. The price in the Order shall be inclusive of all costs and charges of packaging, insurance, transport of the Goods and import/export tariffs and/or taxes (whenever or howsoever arising), which shall be invoiced to the Customer.
- 6.2 The Supplier may increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

- 6.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 6.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- 6.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 6.3 Unless otherwise agreed in the Order, the Supplier may issue its invoice for the Goods at any time following delivery of the Goods.
- 6.4 Unless the Customer informs the Supplier in writing within 7 days of the date of the invoice that it disputes the invoice, the Customer shall be deemed to have accepted the validity and accuracy of the invoice.
- 6.5 The Customer shall pay each invoice and/or any other sums payable under the Contract to the Supplier in full and in cleared funds to a bank account nominated in writing by the Supplier within 30 days from date of invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer (unless otherwise agreed in writing by the Supplier's Director and/or Finance Director).
- 6.6 The Supplier's prices are, unless otherwise stated, exclusive of any applied VAT for which the Customer shall additionally be liable on receipt of a valid VAT invoice from the Supplier.
- 6.7 Payment by the Customer on time under the Contract is of the essence. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
- 6.8 The Supplier may charge interest on the amount unpaid from the due date until payment of the amount unpaid at either (i) the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 ("1998 Act") (where applicable); or (ii) at the rate of 2% above the base rate from time to time of the Supplier's bank at the relevant time, whichever is higher.
- 6.9 Regardless of whether or not the Supplier is claiming interest under the 1998 Act, the Supplier shall be entitled to recover all sums which it would have been entitled to recover under the 1998 Act if it had charged interest under the 1998 Act. Such sums shall include the compensation charges referred to in section 5A of the 1998 Act, (the amount of compensation being determined in accordance with the principles set out in the 1998 Act).
- 6.10 Where the Customer has failed to make payment by the due date, all sums payable and under any other contract between the Supplier and the Customer, shall immediately become due and payable;
- 6.11 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction counterclaim and /or any other withholding of monies.
- 6.12 The Supplier may at its absolute discretion offer credit facilities to the Customer and thereafter set and vary credit limits from time to time. The Supplier reserves the right to terminate or suspend the Contract if allowing it to continue would result in the Customer exceeding its credit limit or if the credit limit is already exceeded. The Supplier, may, in its absolute discretion, reduce the Customer's credit limit.
- 7 GOODS SPECIFICATION**
- 7.1 The Customer must assemble the Goods according to the Supplier's specification/technical manual.
- 7.2 The Supplier reserves the right to make any changes in the specifications of its Goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.
- 7.3 The Supplier reserves the right to make without notice any minor modifications in the Goods Specification prior to delivery.
- 7.4 The Supplier may provide the Customer with fabrication tools free of charge or on rental basis, if so:
- 7.4.1 ownership of the tools shall remain with the Supplier at all times;
- 7.4.2 the Customer will hold them at the Customer's own risk and must insure them as if owned; and
- 7.4.3 the Customer must return the tools in good condition at the expense of the Customer by the date agreed with the Supplier and immediately upon the Customer's credit account being cancelled or the Customer ceases to trade.
- 8 RETURN OF GOODS**
- 8.1 The Supplier will, in its absolute discretion, accept the return of Goods supplied to the Customer only if:
- 8.1.1 by prior arrangement (confirmed in writing by the Supplier) accompanied by associated returns documentation issued by the Supplier within 7 days of delivery; and
- 8.1.2 the returned Goods have not been used or installed, are as fit for sale, as sold, have been stored correctly indoors, labels and packaging are as supplied on delivery and prevent the damage/loss of Goods.
- 8.2 Where the Supplier accepts the return of Goods and the Customer has paid the price for the Goods, the Supplier will refund to the Customer the price paid for the returned Goods less an automatic re-stocking fee of up to 20% of the price paid for the returned Goods.
- 9 TERMINATION**
- 9.1 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Goods and/or terminate the Contract immediately by written notice if:
- 9.1.1 the Customer commits a material breach of its obligations under this Contract;
- 9.1.2 the Customer fails to pay the Supplier any payment due (under the order or otherwise);
- 9.1.3 the Customer becomes insolvent (as set out in clause 12.3);
- 9.1.4 the Customer fails to honour its obligations under these Conditions.
- 9.2 Once an Order is accepted, Customers may not cancel an Order unless agreed in writing with the Supplier. If the Customer cancels an Order (for any reason), the Customer must pay the Supplier for all stock (finished or unfinished) that the Supplier may hold (or to which is committed) for that Order.
- 9.3 If the Customer cancels the Contract, the Customer will have no further claim against the Supplier under that Contract.
- 9.4 The Customer shall indemnify the Supplier in full and hold the Supplier harmless from all expenses and liabilities the Supplier may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by the Customer of any of their obligations under these

Conditions.

10 VARIATIONS

- 10.1 Any variation of these terms is binding in honour only unless:
- 10.1.1 made (or recorded) in writing;
 - 10.1.2 signed on behalf on each party by an authorised representative; and
 - 10.1.3 expressly stating an intention to vary these terms.

11 FORCE MAJEURE

- 11.1 If the Supplier is unable to perform or is delayed in performing its obligations to the Customer (or able to perform them only at unreasonable cost) because of Force Majeure Event, the Supplier shall not be in breach of the Contract nor liable to the Customer for delay in performing or failure to perform its obligations under the Contract.

12 GENERAL

- 12.1 The Contract and these Conditions shall be governed by the laws of England and Wales (as applied in Wales) and the English and Welsh courts shall have exclusive jurisdiction.
- 12.2 If any of these terms are illegal, invalid or unenforceable as drafted:
- 12.2.1 it will not affect the enforceability of any other of these terms; and
 - 12.2.2 if it would be enforceable if amended, it will be treated as so amended.
- 12.3 The Supplier may treat the Customer as insolvent if:
- 12.3.1 the Customer is unable to pay its debts as they fall due; or
 - 12.3.2 the Customer (or any item of the Customers property) become the subject of:
 - (a) any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
 - (b) any application or proposal for any formal insolvency procedure; or
 - (c) any application, procedure or proposal overseas with similar effect or purpose.
- 12.4 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any Contract between the Supplier and the Customer and the Customer should not rely on them in entering into any contract with the Supplier.
- 12.5 Any notice by either Party which is to be served under these Conditions may be served by office or principal place of business. All such notices must be signed.
- 12.6 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.7 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999) to enforce any term of the Contract.
- 12.8 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.