



TERMS & CONDITIONS

You must read these terms and conditions prior to trading with Amron Architectural Limited ("Amron"). If you trade with Amron you are deemed to have read, understood, and accepted these terms and conditions in full, which apply to the exclusion of any and all other terms and conditions other than Incoterms 2020 "Incoterms". For the avoidance of doubt, Amron only trade on their own Terms & Conditions, which in all cases supersede and prevail over all other Terms & Conditions.

1. DEFINITIONS

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

"Seller": Refers to Amron Architectural Limited, a company registered in England and Wales with company number 4526406, having its registered office at 9-10 The Foundry Business Park, Seager Road, Faversham, Kent, ME13 7FD.

"Buyer": Refers to the entity or individual who purchases or agrees to purchase goods and/or services from the Seller.

"Contract": Refers to the agreement between the Seller and the Buyer for the supply of goods and/or services, incorporating these Terms and Conditions.

"Defect": means all of, or part of the Goods which is defective as a result of failure by the Seller to supply the Goods in accordance with its obligations under the Contract.

"Order": Refers to the Buyer's written request to purchase Goods and/or Services from the Seller, which is subject to acceptance by the Seller.

"Acceptance of the Order": means the form of acknowledgement of an Order by the Seller to the Buyer, which must occur within 5 working days of receipt of the Order.

"Tender": Refers to the Seller's offer to supply Goods and/or Services to the Buyer, which may be subject to withdrawal or alteration until accepted by the Buyer.

"Incoterms 2020": Refers to the International Commercial Terms as defined by the International Chamber of Commerce, which govern the delivery and transportation responsibilities between the Seller and the Buyer in international trade.

"Intellectual Property": Refers to all patents, designs, trademarks, copyrights, and other intellectual property rights relating to the Goods or any part thereof.

"Confidential Information": Refers to any information, whether of a technical, commercial, or other nature, disclosed by the Seller to the Buyer under the Contract.

"Price": Refers to the amount payable by the Buyer to the Seller for the Goods and/or Services as specified in the Seller's Quotation or as otherwise agreed in writing between the parties.

2. CONDITIONS OF TENDER

2.1 Formation and Scope of Contract

- 2.1.1 The Seller may issue a quotation or tender to supply goods and/or services to the Buyer. The quotation or tender is valid for the period specified within the document, or if no period is specified, for 30 days from the date of issuance.
- 2.1.2 Following the tender, the Buyer submits a written order referencing the Seller's quotation or tender. A contract is formed once the Seller accepts the order in writing, which must occur within 5 working days after the order is issued.
- 2.1.3 Any quotation or tender issued by the Seller can be withdrawn or

altered, in whole or in part, at any time before the Seller has provided written acceptance of the Buyer's order.

- 2.1.4 The order number and project number (AA/./..) must be quoted on all advice notes, invoices and any correspondence relating to this order.
- 2.1.5 The Buyer's order must be in writing and accompanied by sufficient information to enable the Seller to proceed with the Order. Should the Buyer fail to provide sufficient information, the Seller reserves the right to amend the tender delivery periods and tender prices to cover any cost increases incurred after the date of the tender.
- 2.1.6 The Seller's quotation cannot be accepted in part, unless otherwise agreed with the Seller in writing. Individual items selected from a quotation or tender may be made the subject of a separate quotation or tender.
- 2.1.7 Notwithstanding the Buyer's acceptance of the Seller's quotation, no binding contract shall exist until the Seller has confirmed acceptance of the Buyer's order in writing.
- 2.1.8 This Contract will apply to the exclusion of any other terms and conditions, irrespective of whether they are endorsed upon, delivered with, or referred to in any purchase order, specification, or other document issued by the Buyer, with the exception of Incoterms 2020.
- 2.1.9 Any reference to the Buyer's order, specification, or similar document does not imply that any terms and conditions contained therein will amend or override the Seller's Contract. The Seller's Contract will prevail in all instances.
- 2.1.10 This Contract also applies to all orders placed with the Seller, including those that have not been placed pursuant to a formal tender or quotation.
- 2.1.11 The Seller's failure to object to any terms or conditions contained in any communication from the Buyer will not be construed as a waiver of this Contract or an acceptance of any such terms or conditions.
- 2.1.12 The Seller's Contract, together with any specific written amendments signed by the Managing Director of the Seller, constitute the entire agreement between the Seller and the Buyer. They supersede all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter of the contract.

2.2 Intellectual Property Rights

- 2.2.1 The copyright and other intellectual property rights in all drawings, specifications, and technical information submitted by the Seller to the Buyer in connection with the tender or the contract shall remain vested solely in the Seller. The Buyer shall treat all such information as confidential and shall not disclose it to any Third Party without the Seller's prior written consent. This confidentiality obligation applies to both technical and commercial information received by the Buyer pursuant to the tender or the Contract.
- 2.2.2 The Buyer may use the confidential information provided by the Seller only for the purposes of adjudicating the tender, executing the contract, or operating the goods supplied under the contract. These confidentiality obligations shall not apply to information that was already in the Buyer's possession with full right to disclose prior to receiving it from the Seller, information that becomes public knowledge through no breach of this clause by the Buyer, or information received by the Buyer from a Third Party who has the right to disclose it.

2.3 Design liability

- 2.3.1 Where the Seller has been or is to be designing the goods or producing drawings in respect of the same, these designs and drawings have been, or will be, based upon the Buyer's specifications and requirements annexed hereto. Notwithstanding any other provisions of this Contract, the Seller accepts no responsibility for any inaccuracy or deficiency in the Buyer's specifications or requirements. The Buyer acknowledges and agrees that the Seller is relying wholly on the information provided by the Buyer.
- 2.3.2 Where drawings have already been made and/or the goods designed, the Buyer acknowledges that these conform in all respects with the Buyer's requirements. Consequently, the Seller shall not incur any

liability whatsoever to the Buyer for any loss, damage, expenses, claims, or liabilities of whatever nature arising directly or indirectly out of the use of the goods for any purpose other than those indicated in the specifications and drawings, or in any manner or circumstances different from those specified.

- 2.3.3 The Buyer further agrees to indemnify and hold harmless the Seller against any and all claims, losses, damages, or expenses arising from inaccuracies or deficiencies in the Buyer's specifications or requirements.
- 2.3.4 In providing a tender for the supply of goods to meet the Buyer's basic outline, the resulting detailed design of the goods and associated equipment, which the Seller will supply, enjoys copyright and design right resulting from the work and effort involved in arriving at a suitable design. In certain circumstances, these designs may also be the subject of one or more patents or applications for patent protection.
- 2.3.5 These intellectual property rights, including but not limited to copyrights, design rights, and patents, remain the sole property of the Seller. The supply of such goods and associated equipment does not grant the Buyer or its agents, the authority to reproduce, modify, or use the designs for any purpose other than those specified in the contract without the express prior written consent of the Seller.
- 2.3.6 Without prejudice to the foregoing, the Seller may, in exceptional circumstances, consider granting licences for the reproduction of designs, subject to the payment of an agreed royalty. Such licences will be subject to specific terms and conditions, including but not limited to (1) The scope and duration of the licence, (2) the amount of the royalty payment and the schedule for such payments; and (3) the conditions under which the designs may be reproduced.

3. GENERAL CONDITIONS OF CONTRACT

3.1 TERMS OF PAYMENT

3.1.1 Invoicing and Payment

- a) The Seller shall be entitled to invoice the Buyer for each Order on or at any time once the goods are manufactured and ready for dispatch/ collect. Each invoice shall quote the relevant Order Numbers.
- b) The Buyer shall pay invoices in full and in cleared funds as per the agreed terms of their order which is detailed on the Sellers Sales Order. Payment shall be made to the bank account nominated in writing by the Seller.
- c) All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)

3.1.2 Credit Approval Terms

- a) Where credit approval is obtained, the Buyer shall adhere to the payment terms as outlined in Clause 3.1.1.
- b) The Seller may require references and financial information in respect of the Buyer as deemed necessary at its absolute discretion to grant credit approval.

3.1.3 Non-Credit Approval Terms

- a) In the absence of credit approval, payment must be made in full, in cleared funds, before the Seller commences manufacture of the goods.
- b) No goods will be delivered until either payment has been received in full or the Seller has agreed to open a credit account for the Buyer, subject to Clause 3.1.2.

3.1.4 Default and Remedies

- a) If the Buyer fails to make a payment due to the Seller under this agreement by the due date, then, without limiting the Seller's other remedies, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue

sum, whether before or after judgment. Interest will accrue each day at 8% a year above the Bank of England's base rate from time to time.

- b) In the event of the Buyer defaulting under this contract, the contract price of all goods shall become immediately payable in full.
- c) If the Buyer fails to make a payment due to the Seller, the Seller reserves the right to postpone delivery of goods or terminate the contract with the Buyer, without prejudice to any rights or remedies the Seller may have against the Buyer in respect of such default.

3.2 PRICE VARIATION GOODS

- 3.2.1 The prices quoted in the Seller's tender, or if no tender is involved, in the contract, are based on the Seller's costs and rates prevailing at the date of the quotation or contract. These prices are subject to variation in accordance with the provisions set out below.
- 3.2.2 The Seller reserves the right to adjust the price of the goods to reflect any increase in costs incurred by the Seller. This includes, but is not limited to, variations in the cost of labour, materials, delivery, foreign exchange fluctuations, taxes, duties, and other production costs. The adjusted price shall be invoiced to the Buyer and shall be payable as if it were the original contract price and/or quotation.
- 3.2.3 The clause above shall not apply if the Seller's quotation expressly states that the price is fixed for a specific period or if the Buyer's order is, by agreement with the Seller, exempt from price increases.
- 3.2.4 If the Seller is delayed in fulfilling the contract for reasons beyond its control, the Seller reserves the right to adjust the contract price to accommodate any variations in costs occasioned by such delays. This includes, but is not limited to, delays caused by acts of God, war, government regulations, labour disputes, force majeure and other unforeseen events.
- 3.2.5 The Buyer acknowledges and agrees that they shall be responsible for all cost variations as outlined in this clause. Any such variations shall be invoiced by the Seller and shall be payable by the Buyer in accordance with the payment terms stipulated in this contract.

3.3 INSURANCE, CARRIAGE AND FREIGHT

- 3.3.1 Any charges for insurance, carriage and freight included in the contract price are based on rates applicable at the date of the Seller's quotation or tender.
- 3.3.2 Should there be any variation in these rates during the term of the contract, the contract price for all goods still to be delivered at the date such variation takes effect shall be adjusted accordingly. The adjusted price, whether increased or decreased, shall reflect the variation in insurance, carriage, and freight rates.
- 3.3.3 Unless expressly stated otherwise, all prices are exclusive of Value Added Tax (VAT) and any other taxes, duties and bank charges payable in respect of the goods as imposed by the relevant local government authorities.
- 3.3.4 Prices are subject to correction in the event of errors and omissions. Any such corrections will be communicated to the Buyer and shall be reflected in the final invoice.

3.4 PACKING UK SALES

- 3.4.1 Unless otherwise specified in the Seller's tender, the price includes the cost of packing in accordance with the Seller's standard practice. The Buyer is responsible for the safe disposal of all packaging materials. Any costs associated with the disposal of packaging shall be borne by the Buyer.

3.5 EXPORT SALES

- 3.5.1 Unless otherwise specified in the Seller's tender, the price includes the cost of packing in accordance with the Seller's standard practice for the method of dispatch quoted.



3.6 LIMITS OF CONTRACT

- 3.6.1 The contract price includes only those goods, accessories, and works specified in the Seller's quotation or tender.
- 3.6.2 Any alteration required by the Buyer that involves additional expense to the Seller will be charged as an extra. These additional charges shall be payable by the Buyer in the same manner as the contract price, unless otherwise agreed in writing by the Seller.
- 3.6.3 Amendments to the contract terms, including changes to the scope of goods or services, must be agreed upon in writing by both parties. Verbal agreements or modifications will not be binding.

4. PLANNING DATA

- 4.1 In certain circumstances, the Seller shall require drawings from the Buyer, including site layout, building dimensions and the locations and dimensions of rooms, doors, windows, service points and such other details as the Seller may advise. Any comments made by the Seller on such data are for information purposes only and shall not imply any assumption of design responsibility for any building, structure, plant or facilities in which the Seller's goods are to be located.
- 4.2 It shall be the Buyer's sole responsibility to ensure that any site location or other matter relating to the siting or positioning of the goods supplied is adequate for that purpose.
- 4.3 Any costs incurred by the Seller in correcting or overcoming the consequences of errors or discrepancies in information supplied by the Buyer or his agents shall be charged to the Buyer.
- 4.4 In cases where the necessary drawings or information are not provided by the Buyer or are insufficiently detailed, the Seller reserves the right to prepare suitable drawings and obtain the required information at the Buyer's expense. These costs shall be added to the contract price as extras. Any such information or plans should be submitted by the Buyer to their own architect or professional advisor, upon whom the Buyer must rely entirely on.
- 4.5 All plans must be returned to the Seller on completion of contract and must not be divulged to any Third Party without the Seller's prior written consent.
- 4.6 The Buyer shall indemnify and hold the Seller harmless from any and all claims, damages, losses, or expenses arising from the Buyer's failure to comply with the provisions of this clause, including but not limited to, inadequate site locations, erroneous information, and unauthorized disclosure of plans.

5. SPECIFICATIONS AND DRAWINGS

- 5.1 All specifications, drawings and particulars of weights and dimensions submitted with the Seller's tender are approximate only. The descriptions and illustrations contained in the Seller's catalogues, price lists and other advertising materials are intended merely to present a general idea of the goods described therein. None of these shall form part of the contract and/or constitute a representation relating to the goods.
- 5.2 Capacities and other particulars are stated in good faith as being approximately correct. However, deviations from these specifications shall not form the basis of any claim against the Seller.
- 5.3 Depending on the product and project, drawings for manufacturing approval will be submitted to the Buyer. These drawings must be reviewed and approved by the Buyer. Any modifications requested by the Buyer after approval may incur additional costs, which will be charged to the Buyer.
- 5.4 The Seller shall not be held liable for any discrepancies or inaccuracies in the informational materials provided, including catalogues, price lists, and advertisements. The Buyer acknowledges that these materials are for general information purposes only and should not be relied upon for final specifications.

6. INSPECTION AND DRAWINGS

- 6.1 If tests other than those specified in the Seller's tender are required, or if tests are required to be conducted in the presence of the Buyer or the Buyer's representatives, the Buyer must notify the Seller at the time of placing the order.
- 6.2 Any additional tests requested by the Buyer, not included in the Seller's standard testing procedures, will be charged to the Buyer at the Seller's prevailing rates. The Seller shall provide an estimate of these additional costs upon receipt of the Buyer's testing requirements. The scheduling of such tests will be at the discretion of the Seller, based on the availability of facilities and personnel.
- 6.3 All test results, specifications, and related documentation provided by the Seller during the inspection and testing process are confidential and must not be disclosed by the Buyer to third parties without the prior written consent of the Seller.

7. DELIVERY UK SALES

- 7.1 Unless otherwise specified in the Seller's tender, delivery will be made Ex Works (EXW) from the Seller's premises or Ex Works from the Seller's manufacturing partners' premises and the contract price is calculated on that basis. The Seller reserves the right to charge additional fees for loading, which will be added to the contract price.
- 7.2 When the cost of transportation is expressly included in the contract price, the price quoted covers loading and delivery by any method of transport at the Seller's discretion. Unless otherwise specified, the Seller shall not be responsible for off-loading the goods at the delivery destination.
- 7.3 The Seller shall notify the Buyer of the expected delivery date. The Buyer must ensure that adequate access and facilities are available at the delivery location to enable the Seller to deliver the goods as agreed.
- 7.4 Delivery shall be deemed to have taken place:
 - a. Where transportation is not included, when the goods are ready for loading at the Seller's premises or those of the Seller's subcontractor.
 - b. Where transportation is included, when the goods have been conveyed to the place of delivery named in the contract and are ready for off-loading, regardless of whether the Buyer accepts delivery at that time.
- 7.5 If, prior to delivery, the Buyer requests that the goods be delivered to a location other than that specified in the original order, the Seller may, at its discretion, agree to such a request. Any additional costs incurred for delivering to the new location shall be borne by the Buyer.
- 7.6 Any time or date specified by the Seller for delivery is intended as an estimate only, and time shall not be of the essence in the contract. The Buyer shall not be entitled to rescind the contract by reason of any delay in delivery, nor shall the Seller incur any liability whatsoever for loss suffered directly or indirectly (including but not by way of limitation loss of profits) as a result of failure to make delivery on the specified date. If the Seller is unable to make delivery due to a lack of necessary information from the Buyer, the delivery period shall be extended by the duration of the Buyer's delay and any additional period the Seller deems reasonable in light of the circumstances.
- 7.7 Without prejudice to the sub paragraph above, the quoted delivery period shall in all cases be extended by any period during which the Seller is unable to effect delivery by reason of matters beyond its control. Such matters may include, but are not limited to, acts of God, war, government regulations, strikes, lockouts, labour disputes, delays in transportation, force majeure and shortages of materials.
- 7.8 Where not otherwise agreed in writing by the Seller, the Buyer is responsible for unloading the goods. The Buyer, in all instances, is responsible for unpacking the goods and shall be responsible for

and indemnify the Seller from and against all loss of or damage to the goods or any other property or the death or injury of any person arising during or as a direct or indirect result of such unloading or unpacking other than death arising out of the Seller's own negligence.

- 7.9 The Buyer shall notify the Seller of any loss of or damage or quality issues with or to the contract goods within such times as will enable the Seller to comply with the carrier's conditions relating to loss or damage in transit or within 24 hours of delivery, whichever is the earlier. Notification must be in writing and provide detailed information regarding the nature of the loss, damage, or quality issue.
- 7.10 The Seller shall not be liable in respect of any loss or damage where notification is given to the Seller other than in accordance with this clause and in the absence of such notice the Buyer shall be deemed to have accepted the goods and any subsequent claims regarding loss, damage, or quality issues shall be invalid.
- 8. EXPORT SALES**
- 8.1 Where the contract provides for preparing and loading on a TIR vehicle ex- works, the Seller will load the goods onto a vehicle at the Seller's location or at his sub-contractor's location.
- 8.2 Delivery in accordance with the contract shall be deemed to have occurred at the time of such loading onto the vehicle, whereupon risk in the goods shall pass to the Buyer.
- 8.3 Where the contract provides for delivery Free on Board ("FOB"), the Seller will deliver the goods on board in the manner customary at the port of shipment selected by the Seller. The Seller shall not be required to give the buyer any notice relating to insurance. Delivery shall be deemed to have occurred in accordance with the contract at the time the goods are placed on board the vessel, and risk in the goods shall pass to the Buyer at that point.
- 8.4 No claim for damaged goods, for shortages or non-delivery will be accepted by the Seller unless written notice of such damage or shortage is received by the Seller within 48 hours of receipt of goods by the Buyer, or within 48 hours of the defect being discovered where the defect could not reasonably have been discovered earlier. In the case of non-delivery, the Buyer must provide written notice to the Seller within 48 hours from the date on which the goods should, in the normal course of events, have been expected to be received by the Buyer.
- 8.5 Where the contract provides for delivery GIF by sea, road, rail or air, the Seller will load the goods onto a vessel, vehicle or aircraft for conveyance to the port or place of destination specified in the contract. The Seller will tender to the Buyer or his agent, as soon as is reasonably possible, the Bill of Lading, Certificate of Shipment, International Railway Consignment Note or Airway Bill as the case may be, insurance policy or certificate and invoice relating to the consignment. The Seller only provides Ex Works and DAP terms.
- 8.6 Delivery in accordance with the contract shall be deemed to have occurred at the time of such loading, at which point risk shall pass to the Buyer. The Buyer shall accept the documents tendered by the Seller and shall accept the delivery of the goods at the destination specified. The Buyer shall bear all other costs and charges arising out of carriage of the goods.
- 8.7 The Seller shall be entitled to make deliveries in part. Any quoted delivery times shall commence from the date the contract comes into force. The conditions for the contract coming into force shall be defined in the contract. In the absence of such a definition, these conditions shall include:
- The acceptance by the Seller of a written order to proceed;
 - The settlement of all necessary technical details; and
 - The receipt by the Seller of any payment due with the order.

9. PROPERTY IN THE GOODS AND RISK

- 9.1 The legal and equitable title to the goods supplied under the contract shall remain vested in the Seller until the price for the Goods has been paid in full, and all other sums owed by the Buyer to the Seller have been settled. Until such payment is made, the Buyer shall hold the Goods as a fiduciary bailee for the Seller, maintaining them in good condition and separate from other goods.
- 9.2 The Buyer shall not pledge, or in any way charge by way of security for any indebtedness any of the goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so, all sums owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.3 If, notwithstanding that the property in the Goods has not passed to the Buyer, the Buyer shall sell the Goods or any part thereof in such a manner as to pass to a third party a valid title, the Buyer shall hold the proceeds of such sale (s) on trust for the Seller. These proceeds of sale shall be held separately from any other funds and shall not be paid into any overdrawn bank or other account. The proceeds shall at all times be identifiable as the Seller's money. The Buyer shall account to the Seller for the proceeds to the extent necessary to pay the price for the Goods and all other sums due from the Buyer to the Seller.
- 9.4 As long as the Seller retains title to the Goods, the Buyer shall store the Goods at no cost to the Seller. The Goods must be stored separately from all other goods in the Buyer's possession and clearly marked to indicate that they are the property of the Seller.
- 9.5 Without prejudice to any other rights of the Seller, whether for damages, under the contract, or otherwise, if the price for the Goods becomes due and remains unpaid, the Seller may rescind the contract and/or recover the Goods that remain the Seller's property. The Buyer hereby authorises the Seller, its servants, or agents to enter any premises where the Goods may be stored to recover them.
- 9.6 Whether or not the price of the Goods or any other sum has become due from the Buyer under the contract, such price or sum will be deemed to be due immediately if the Buyer commits any act of Insolvency, bankruptcy or any analogous act. This includes, but is not limited to, making an arrangement with creditors, taking advantage of any act for the relief of insolvent debtors, suffering or allowing any legal or equitable execution to be levied on his property, or having such execution obtained against him.
- 9.7 In the case of a body corporate, this shall also include convening a meeting of creditors (whether formal or informal), entering into liquidation (whether voluntary or compulsory, except for voluntary liquidation for the purpose of reconstruction or amalgamation), having a Receiver or Manager (or analogous person) appointed over any part of its undertaking, passing a resolution or having a petition presented to any Court for its winding-up (or analogous status), or having any proceedings commenced relating to its insolvency or potential insolvency.
- 9.8 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 (or its statutory successor). Without prejudice to the other rights of the Seller, if the Buyer fails to do so, all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.9 Notwithstanding the foregoing provisions, the risk in the Goods shall pass on the earliest of
- Payment of full contract price;
 - Delivery to the Buyer as defined herein; or
 - Delivery to a carrier.
- 9.10 The Buyer warrants that it is not at the time of entering into the contract insolvent and knows of no circumstances which would entitle any creditor to appoint a Receiver or to petition for a winding-up or bankruptcy order or to exercise any other rights over or against its assets.



10. RETENTION OF TITLE

- 10.1 The risk in the goods shall pass from the Seller to the Buyer upon delivery of the goods to the Buyer.
- 10.2 Notwithstanding the delivery and the passing of risk, the title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received payment in full in cash or cleared funds for:
- All goods delivered to the Buyer under this contract; and
 - All goods delivered under any other contracts between the Seller and the Buyer.
- 10.3 Payment of the full price of the goods shall include the amount of any interest or other sums payable under the terms of this and all other contracts between the Seller and the Buyer under which the goods were delivered.
- 10.4 Until such time as title in the goods passes to the Buyer:
- The Buyer shall hold the goods on a fiduciary basis as the Seller's bailee.
 - The Buyer shall store the goods separately from all other goods in such a way that they remain readily identifiable as the Seller's property.
 - The Buyer shall not destroy, deface, or obscure any identifying mark or packaging on or relating to the goods.
 - The Buyer shall maintain the goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Seller.
- 10.5 The Buyer shall indemnify the Seller against all loss or damage to the Seller's property while it is in the Buyer's possession and/or under its control.
- 10.6 The rights and remedies conferred upon the Seller by this clause are in addition to and shall not in any way prejudice, limit, or restrict any other rights or remedies of the Seller under this contract or otherwise available at law or in equity.

11. DELAYS AND VARIATIONS

- 11.1 In the event of temporary suspension of work or any delay in the Seller's execution of the contract caused by the Buyer's instructions or lack of instructions or information, failure to meet the Buyer's obligations or any other cause beyond the Seller's control, all reasonable expenses incurred as a result of the suspension or delay shall be added to the contract price. This includes, but is not limited to, costs related to storage, handling, re-mobilisation, and any other associated expenses.
- 11.2 The Buyer shall be entitled to request variations to the work by giving the Seller reasonable notice in writing. Such variations may include changes in the quantity, quality or specifications of the goods.
- 11.3 Within a reasonable time after receipt of any such notice, the Seller shall inform the Buyer in writing of any adjustments that would be necessary to the prices and delivery dates named in the contract and the Buyer shall decide forthwith whether or not the said variation shall be carried out. Unless and until the Buyer shall have confirmed to the Seller in writing that the said variation is to be carried out, such notice shall be deemed not to have been given, and the Seller shall not be obliged to proceed with the variation.
- 11.4 Any additional costs or expenses incurred by the Seller as a result of variations requested by the Buyer shall be borne by the Buyer. This includes, but is not limited to, costs of additional materials, labour, transportation, and any other resources required.

12. LOSS OR DAMAGE IN TRANSIT

- 12.1 When the price quoted includes the cost of transportation, the Seller shall repair, or at his option, replace free of charge goods proved to the satisfaction of the Seller to have been lost or damaged in transit, provided that the Seller has received written notification of such loss or damage within the time frames stipulated below.
- 12.2 Notification must be given within such times as will enable the Seller to comply with the carrier's Conditions of Carriage affecting loss or damage in transit. Where delivery is made by the Seller's own transport, notification of loss or damage must be received within three days after receipt of the Advice Note, such time being strictly of the essence of the contract.
- 12.3 The Seller shall not be liable in respect of any claim for loss or damage submitted outside the notification period specified above. Any claims submitted after this period will be deemed invalid, and the Buyer shall be considered to have accepted the goods as delivered.

13. STORAGE

- 13.1 If, for whatever reason, the Seller does not receive forwarding instructions sufficient to enable him to dispatch the goods within 5 working days after the date of notification that it is ready for dispatch/collection, the Buyer shall promptly take delivery or arrange for storage.
- 13.2 Once the Buyer is advised in writing by the Seller that the Goods are ready to dispatch or collect (whichever is relevant to the terms of sale), Goods must be dispatched/collected within 5 business days. Storage fees will apply for any product not dispatched/collected within this timeframe. The amount will be 10% of the order Value, or a minimum of £200 per day, whichever is greater.
- 13.3 If the Buyer fails to take delivery or arrange for storage immediately following the expiration of the 7 days the Seller may at his option either store the goods at his own works or elsewhere on behalf of the Buyer on such terms as the Seller may in his absolute discretion think fit.
- 13.4 Insofar as the storage is done by the Seller, the Seller's storage charges shall be those current at the time of storage. In any event, the cost of storage arising therefrom such as, but not limited to, insurance, demurrage and double handling charges shall be payable by the Buyer and shall be added to and form part of the price of the goods. The Seller shall not be liable for any loss or damage to the goods during storage unless such loss or damage is due to the Seller's gross negligence.
- 13.5 This clause shall also apply in the event that the Seller is unable to obtain access to the specified place of delivery. The Buyer shall ensure that adequate access is provided for the delivery of the goods as specified in the contract.

14. GUARANTEE AND EXCLUSIONS

- 14.1 If the Buyer establishes to the Seller's reasonable satisfaction that there is a defect in the goods designed and/or manufactured by the Seller (excluding expendable items) or some other failure by the Seller in relation to the conformity of the goods with the Contract, and the Buyer provides written notice of such defect within a period of one (1) calendar month from the date of delivery, the Seller may, at its option and in its sole discretion, either:
- Repair the defective goods, or
 - Replace the defective goods.
- 14.2 This guarantee will not apply if:
- The goods, or part thereof, have been materially altered in any way whatsoever or have been subjected to misuse or unauthorised repair which has caused or contributed to the defect or defects;
 - The goods, or part thereof, have been incorrectly installed or connected by the Buyer or their appointed third-party subcontractor, and this has caused or contributed to the defect or defects. For the avoidance of doubt, the Buyer is exclusively responsible for the



- installation of the goods, and any defect or damage that arises due to incorrect installation is the liability of the Buyer;
- c) The Buyer has materially failed to observe or perform the requirements or any maintenance procedures relating to the goods;
- d) The Buyer has failed to notify the Seller of any defect or suspected defect within the period specified at clause 14.1; or
- e) The Buyer is in material breach of this or any other contract made with the Seller where the defect arises from a defect in the Buyer's own design, drawings or specification or because the goods have not been properly stored by or on behalf of the Buyer.
- 14.3 Where the Seller provides goods or materials manufactured using:
- a) Stainless steel, it is drawn to the attention of the Buyer that environmental conditions (including external and internal conditions) may lead to staining or blemishes that may detract from the aesthetic appearance of the goods or material. In particular this may happen with exposure to chlorine-based factors, certain chemicals and sea water. Unless this impacts upon the functionality of the goods supplied no liability shall attach to the Seller.
- b) Brass, bronze and copper, it is drawn to the attention of the Buyer that environmental conditions (including external and internal conditions) may lead to tarnishing, staining or blemishes that may detract from the aesthetic appearance of the goods or material. It is the Buyer's responsibility to ensure the goods or material are suitability protected to prevent this. Unless this impacts upon the functionality of the goods supplied no liability shall attach to the Seller.
- c) Mild steel that is powder coated without any further protection to the raw material (Mild Steel) prior to powder coating, it is drawn to the attention of the Buyer that environmental conditions (including external and internal conditions) may lead to rusting, staining or blemishes that may detract from the aesthetic appearance of the goods or material. It is the Buyer's responsibility to ensure the goods or material are suitability protected to prevent this. Unless this impacts upon the functionality of the goods supplied no liability shall attach to the Seller.
- d) Mild steel that is electroplated, these products are for interior use only. It is drawn to the attention of the Buyer that environmental conditions (including internal conditions) may lead to rusting, staining or blemishes that may detract from the aesthetic appearance of the goods or material. It is the Buyer's responsibility to ensure the goods or material are suitability protected to prevent this. Unless this impacts upon the functionality of the goods supplied no liability shall attach to the Seller.
- e) Aluminium without any further finishing or protection, it is drawn to the attention of the Buyer that environmental conditions (including external and internal conditions) may lead to pitting, staining or blemishes that may detract from the aesthetic appearance of the goods or material. It is the Buyer's responsibility to ensure the goods or material are suitably protected to prevent this. Unless this impacts upon the functionality of the goods supplied no liability shall attach to the Seller.
- 14.4 The Buyer shall provide to the Seller reasonable access to the goods to examine the same where the Buyer alleges damage to or fault in the goods and the Buyer shall not process, use or otherwise deal with such goods until the Seller has inspected the same.
- 14.5 Under no circumstances will the Seller or his servants, agents, or sub-contractors accept liability for installation errors, including situations where the environmental conditions (either internal or external) are not suitable for the chosen material and finish.
- 14.6 Should the Seller provide the Buyer with an Operation/ Maintenance Manual or such similar instruction the Seller shall maintain the goods or material in the specified way. Failure to do so shall invalidate any warranty on the goods or material that would otherwise apply. In the event that a defect or failure occurs and is attributed to the Buyer's failure to follow the maintenance instructions, the Seller shall not be liable for any costs associated with the repair or replacement of the goods.
- 14.7 The Buyer shall keep detailed records of all maintenance activities performed on the goods. These records shall be made available to the Seller upon request to validate warranty claims. Failure to provide such records may result in the refusal of warranty claims.
- 15. Liability**
- 15.1 The Seller's liability under this Contract in respect of the manufacture, supply, and delivery of goods (including any ancillary services) shall be as set out in the Contract. Any warranties or conditions implied by law as to the quality or fitness for any particular purpose of the goods (including any ancillary services) are hereby expressly excluded.
- 15.2 Where the Contract does not expressly state otherwise, the Seller shall have no liability for any loss or damage suffered or incurred by the Buyer as a result of:
- a) The Buyer's misuse of the goods;
- b) Any repair, adjustment, alteration, or modification of the goods (including any ancillary services) by any person other than the Seller; and
- 15.3 The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents, and subcontractors) to the Buyer in respect of:
- a) Any breach of these terms and conditions;
- b) Any use made by the Buyer of any of the goods; and
- c) Any representation, statement, or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.4 All warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 15.5 Nothing in these conditions excludes or limits the liability of the Seller:
- a) For death or personal injury caused by the Seller's negligence; or
- b) For any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- c) For fraud or fraudulent misrepresentation.
- 15.6 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and the Seller shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 16. Force Majeure**
- 16.1 The Seller reserves the right to defer the date of delivery, cancel the Contract, or reduce the volume of goods delivered to the Buyer, if it is prevented from or delayed in carrying on its business due to circumstances beyond the reasonable control of the Seller, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays

affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials.

- 16.2 The Seller shall use all reasonable endeavours to mitigate the effects of any event of force majeure and to resume performance of its obligations as soon as reasonably practicable. However, the Seller shall not be required to procure any alternative goods that are not readily available on commercially reasonable terms.
- 16.3 The Buyer acknowledges that the Seller shall not be liable for any costs or losses incurred by the Buyer as a result of the Seller's delay or failure to perform its obligations under the Contract due to an event of force majeure.

17. CANCELLATION

- 17.1 If the Buyer cancels, extends or delays or purports to cancel, extend or delay the contract or part thereof, or fails to take delivery of any goods at the time agreed (if any) or if no time is agreed within a reasonable time, then the Buyer will be liable (without prejudice to any of the Seller's other rights to claim damages) to indemnify the Seller against any resulting loss, damage or expense incurred by the Seller in connection with the supply or non-supply of the goods including (but not by way of limitation) the cost of any material, plant or tools used or intended to be used therefore and the cost of materials, labour and other overheads including but not limited to loss of profit, the costs of haulage, shipping and insurance.
- 17.2 If the Seller is unable (whether temporarily or permanently) to procure any services, goods or components necessary to enable him to supply the goods or if the supply of the goods is prevented or hindered by reason of Act of God, War, Act of Parliament or orders, regulations or by-laws made under any statutory authority, labour disputes including those involving the Seller's work force, civil commotion, fire, flood or any causes of whatsoever kind and whenever occurring being a cause beyond the Seller's control, the Seller may cancel the contract by notice in writing to the Buyer so far as it relates to goods not then supplied or work not then done and such cancellation shall not give rise to any claims by the Buyer provided always that the Buyer shall remain liable to pay for goods delivered prior to the date of such cancellation.

18. DESIGN AND SPECIFICATIONS

- 18.1 Where the goods are manufactured in accordance with information, drawings or specifications provided by the Buyer or where the Seller's standard of goods are altered in accordance with the Buyer's instructions, no guarantee or warranty, express or implied, is given by the Seller regarding the practicability, efficiency, safety, or suitability of the goods for any particular purpose. This clause is without prejudice to any other terms of the contract.
- 18.2 The Buyer shall indemnify and hold the Seller harmless against all liability, losses (direct, indirect, consequential, or otherwise, including loss of profits), costs, claims, demands, liabilities, proceedings, or damages whatsoever arising from:
- Any infringement or alleged infringement of any patent, registered design, copyright, or other intellectual property rights, or any provision of any statute, statutory instrument, or regulation in force at the time.
 - Any use of the goods that results in the death or injury of any person, except where such death or injury is caused solely by the Seller's own negligence.
- 18.3 No variation by the Seller, without consent and agreement of the Buyer, in the specification or design of any goods, shall constitute a breach of contract or impose upon the Seller any liability whatsoever.
- 18.4 The Seller shall be under no liability whatsoever to the Buyer in respect of any loss, damage or claim incurred by or made against the Buyer should any goods supplied by the Seller infringe any patent, registered design, copyright or other like protection or the provision of any statute or statutory instrument or regulation in force at the

time.

- 18.5 Unless otherwise agreed in writing all patterns, drawings, tools etc. produced by the Seller shall remain the Seller's property and must not be used or copied by the Buyer.

19. TERMINATION

- 19.1 The contract may be terminated immediately by the Seller upon service of written notice of termination on any one or more of the following grounds:
- Insolvency:** If the Buyer commits an act of bankruptcy (or any analogous act), makes an arrangement with its creditors, takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or if any execution, whether legal or equitable, is levied on its property, or a resolution is passed or a petition is presented to any court for its winding-up or for the granting of an administration order in respect of the Buyer, or if a receiver or manager is appointed over any of the Buyer's assets or undertakings, or if the Buyer ceases or threatens to cease trading, or the Seller has reasonable grounds to consider that the Buyer may not be solvent.
 - Breach of Obligations:** If the Buyer fails to observe or perform any of its obligations or duties under the contract or any other contract with the Seller, and such failure is not remedied (if capable of remedy) within fourteen (14) days after the receipt of a written notice from the Seller specifying the breach and requiring it to be remedied.
 - Unagreed Changes:** If the Buyer changes the design or material specifications of the goods and the parties are unable to agree on the additional costs or adjustments required as a result of such changes.

- 19.2 The Seller may terminate this Contract for convenience by providing seven (7) days written notice to the other party. Upon termination for convenience, the Seller shall cease all performance of the Contract, and the Buyer shall pay for all goods and/or services provided up to the date of termination.

- 19.3 The termination of the contract for any reason shall be without prejudice to the rights, obligations, and liabilities of either party that have accrued prior to the date of termination.

- 19.4 Upon termination of the contract for any reason, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of goods supplied or services rendered but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately upon receipt.

20. STATUTORY REQUIREMENTS

- 20.1 Unless otherwise agreed, or where the Buyer is responsible for design, the Seller shall use all reasonable endeavours to ensure that the goods shall be manufactured in accordance with the appropriate requirements, statutory or otherwise, concerning safety, health, etc operative within the UK at the date of tender.
- 20.2 The Buyer shall be responsible for ensuring that the goods comply with any specific requirements or regulations applicable in the destination country, including but not limited to import regulations, local safety standards, and environmental laws. The Seller shall not be liable for any non-compliance with such requirements unless expressly agreed in writing.
- 20.3 If the Buyer provides the design or specifications for the goods, the Buyer warrants that such designs and specifications comply with all applicable statutory requirements, regulations, and standards. The Buyer shall indemnify and hold the Seller harmless against any claims, costs, damages, or liabilities arising from any failure of the goods to comply with such requirements.
- 20.4 In the event of any conflict between the statutory requirements of the UK and those of the destination country, the Buyer shall promptly notify the Seller, and the parties shall cooperate in good



faith to resolve the conflict in a manner that meets the necessary legal requirements.

21. IMPORT LICENCES

- 21.1 In respect of goods to be exported by the Seller, the Buyer will forthwith obtain all import licences (or equivalent permits) and any other authorisation necessary in respect of the importation of the goods into the Country to which they are to be consigned. The Buyer shall promptly inform the Seller of the grant of such licences and permits.
- 21.2 The Buyer shall bear all costs associated with obtaining the necessary import licences, permits, and authorisations, including any related fees, taxes, or duties.
- 21.3 In the event that the Buyer fails to obtain the necessary import licences, permits, or authorisations, or if there is any delay in obtaining such documentation, the Buyer shall indemnify the Seller against all costs, losses, and damages incurred as a result, including but not limited to storage costs, additional shipping costs, and any penalties or fines imposed by the authorities.
- 21.4 In the event of any changes to the import regulations or requirements of the destination country after the date of the Contract, the Buyer shall promptly inform the Seller, and the parties shall cooperate in good faith to comply with the new requirements. Any additional costs incurred as a result of such changes shall be borne by the Buyer.

22. ASSIGNMENT

- 22.1 The Seller may license or subcontract all or any part of its contractual rights and obligations without the Buyer's consent. The Buyer may not assign, subcontract or license any of its rights and obligations hereunder without the prior written consent of the Seller.

23. LAW

- 23.1 This agreement shall be governed by English Law and any proceedings arising out of, or in connection with this agreement may be brought in the English Courts.
- 23.2 Any submissions by the parties to such jurisdiction shall not limit the Seller's right to commence proceedings arising out of this agreement in any other jurisdiction it may consider appropriate.

24. FORCE MAJEURE

- 24.1 The Seller shall not be liable for any failure or delay to supply or deliver the goods where such failure or delay is caused by the non-availability of materials, Acts (or threatened Acts) or War, national emergency, prohibited governmental legislation or regulations (whether in the United Kingdom or elsewhere) civil commotion, strikes, lock-outs, trade disputes, local combination of workmen, non-availability of labour, Act of God, severe weather or any cause beyond the control of the Seller.
- 24.2 In the event of delay caused by any matter specified in the preceding clause, the Seller shall be entitled to suspend deliveries in whole or in part until the matter causing delay ceases or is remedied.

25. SEVERABILITY

- 25.1 If any one or more of the above conditions is or becomes invalid or unenforceable at law, the Seller may either determine the contract or elect that the remaining provisions of the contract shall continue in full force and effect.
- 25.2 A finding that any provision of the Contract is invalid or unenforceable in any jurisdiction will not affect the validity or enforceability of any other provision of the Contract or the validity or enforceability of that provision in any other jurisdiction.

26. WAIVER

- 26.1 No delay, lenience or omission by the Seller in exercising any right, power or remedy provided by this Contract or by law shall operate to impair or be construed as a waiver of such right, power or remedy or if any other right, power or remedy.

27. NOTICES

- 27.1 Any notice or notices to be served hereunder by either party shall be sent by pre-paid recorded delivery, or registered post to the registered office of the relevant party; or in the case of an unincorporated body the last known principal place of business or by electronic mail and shall be deemed to have been received by the addressee within 48 hours of posting or 24 hours if sent by electronic mail



AMRON
ARCHITECTURAL