BOWATER DOORS LIMITED
Terms and Conditions of Sale

1 INTERPRETATION

(a) In these Conditions

"**Business Day**" means a day that is not Saturday, Sunday or public or bank holiday in England and/or Wales;

"**Coated Goods**" means the Goods in respect of which the Company has undertaken the Coating Services;

"**Coating Services**" means the galvanizing, chemical, electrical, powder and/or metallurgical coating services, which are to be supplied by the Company to the Customer pursuant to the Contract, whether in relation to the supply of Goods or otherwise;

"**Company**" means Bowater Doors Limited, a company registered in England and Wales with company number 13738120;

"**Conditions**" means these terms and conditions and any document referred to in these terms and conditions as amended by the Company from time to time;

"**Confidential Information**" means the provisions of the Contract, including the Specification and the Price, and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before, on or after the date of the Contract;

"**Contract**" means any contract between the Company and the Customer for the sale of Goods and/or provision of Services, incorporating these Conditions and formed in accordance with Condition 2(c);

"**Customer**" means the person, firm, company or party who purchases the Goods and/or Services from the Company;

"**Customer Property**" means all property supplied to the Company by or on behalf of the Customer which is held by the Company for the purposes of the Contract, or is in transit to or from the Customer;

"**Data Protection Laws**" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (the "**GDPR**");

"**Data Subject Request**" means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Laws;

"**Goods**" means the goods, articles and materials (including any part or parts of them) set out in the Order;

"**HS Policies**" means the Company's Code of Business Conduct and Anti-Bribery and Corruption Policy, available at www.hsgroup.com as amended by the Company from time to time;

"**Intellectual Property Right**" means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in any part of the world in each case whether registered or not and including any application for registration of the foregoing;

"**Order**" means the Customer's order for the supply of Goods and/or Services as may be set out in the Customer's purchase order form, or the Customer's written acceptance of the Company's quotation, or in such form as the Company may determine from time to time;

"**Price**" means the price of the Goods and/or Services as defined in Condition 3(a);

"**Representatives**" means a party's officers, directors, employees, personnel, contractors, consultants, agents and representatives;

"**Services**" means the services supplied by the Company to the Customer including the Coating Services or otherwise as set out in the Order;

"**Specification**" means the specification of the Goods and/or Services provided by the Company which is included or expressly referred to in the Contract;

"**Warranty Period**" means the relevant warranty periods as set out in Schedule 1, each of which will commence from the delivery or deemed delivery of the Goods or performance or deemed performance of the Services;

(b) headings are inserted for convenience only and shall not affect the interpretation or construction of these Conditions;

(c) words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(d) a reference to a party includes its successors or permitted assigns;

(e) a reference to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision, and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

(f) any phrase introduced by the terms "other", "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the generality of the words preceding or following those terms, and shall be deemed to be followed by the words "without limitation"; and

(g) references to "in writing" or "written" include e-mail but not other methods of electronic messaging.

2 BASIS OF CONTRACT

(a) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including under any Order) or which are implied by trade, custom, practice or course of dealing.

(b) The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions, which the Company may accept or reject in its absolute discretion. The Customer shall ensure that the terms of the Order are complete and accurate.

(c) The Order shall be deemed to be accepted by the Company when the Company issues a written acceptance of the Order or, (if earlier), the Company commences provision of the Services, manufacture of the Goods, their appropriation to the Customer's Order or dispatch of the Goods to the Customer. Any Order shall be accepted entirely at the discretion of the Company, at which point and on which date the Contract shall come into existence.

(d) Subject to Condition 2(f), the Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company, which is not set out in the Contract.

(e) A quotation for the Goods and/or Services given by the Company shall not constitute an offer. Unless otherwise agreed in writing or withdrawn earlier by the Company in writing, a quotation shall only be valid for a period of 30 days from its date of issue.

(f) In case of conflict between these Conditions and the provisions of any supplemental trading terms agreed between the parties, these Conditions shall prevail.

(g) Any samples, drawings, descriptive matter or advertising issued by or on behalf of the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in its catalogues, brochures or other marketing material are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of these Conditions or have any contractual force. The Company will notify the Customer in writing of any material alterations to any specifications relating to the Goods and/or Services and the Customer shall be deemed to have accepted such alterations unless notice in writing to the contrary shall be received by the Company within 14 days of the Company's notice to the Customer.

3 PRICE AND PAYMENT

(a) The Price shall be the price set out in the Company's quotation or estimate or, if no price is quoted, the price set out in the Company's price list published on the date of delivery, or deemed date of delivery, of the Goods or date or performance, or deemed date of performance, of the Services, as applicable.

(b) The Price is exclusive of value added tax or other similar taxes or levies, import and export duties and/or taxes, any other tax or duty, and all costs or charges in relation to packaging, labelling, loading, unloading, delivery, carriage, freight and insurance, all of which amounts the Customer will pay, where applicable, in addition when it is due to pay the Price.

(c) The Company reserves the right to increase the Price by giving notice to the Customer, to reflect any increase in the cost of supplying the Goods and/or Services to the Company that is due to:

(i) any factor beyond the Company's control (including foreign exchange fluctuations, tax or duty increases, increase in supplier costs, increase in labour, materials or other manufacturing costs, or changes in any relevant laws);

(ii) any change in the Customer's requirements, including any request by the Customer to change the delivery date(s), quantity or type or design of Goods and/or Services ordered; and/or

(iii) any delay caused by the Customer, including the Customer's delay or failure to give the Company adequate or accurate information or instructions in respect of the Goods and/or Services.

(d) If performance of the Contract is suspended with the written agreement of the Company then the Customer shall pay the pro rata Price for Services already carried out, Goods supplied or ordered and any other additional costs incurred by the Company, including storage and insurance.

(e) In respect of Goods, the Company shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Company shall invoice the Customer on or at any time after the performance of the Services for or on behalf of the Customer.

(f) The Customer shall pay all invoices in full and cleared funds without any set-off, counterclaim, deduction, or withholding, within 30 days of the date of the invoice. Time for payment shall be of the essence.

(g) The Company may at any time at its sole discretion require that payment is to be made by letter of credit. Where the Company specifies that payment is to be made by letter of credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional letter of credit in a form satisfactory to the Company and issued and/or confirmed by a bank in England which is acceptable to the Company. No delivery of the Goods or performance of the Services will take place until such a letter of credit has been issued and where appropriate confirmed and the Company is satisfied with all related arrangements. If for any reason payment is due under any letter of credit established for that purpose but not made, the Customer shall nevertheless remain liable to pay the Price, together with all other amounts due under the Contract.

(h) No indulgence granted by the Company to the Customer concerning the Customer's obligations under this Condition 3 shall be or be deemed to be a credit facility, but if any such facility is granted to the Customer by the Company, the Company may withdraw it at its sole discretion at any time.

(i) If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

(i) cancel or suspend its performance of the Contract or any Order including suspending deliveries of the Goods and suspending delivery of any other goods to the Customer and suspending provision of the Services or other services until arrangements as to payment or credit have been established which are satisfactory to the Company;

(ii) require the Customer to pay for Goods prior to their despatch or collection from the Company's place of business;

(iii) suspend performance of Services remaining to be carried out; and/or

(iv) charge the Customer:

1. interest on the overdue amount from the due date until payment is made in full both before and after any judgment, at the prevailing set rate under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (accruing on a daily basis and compounded monthly); and
2. the cost of obtaining judgment, all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

(j) Where the Company suspends delivery of the Goods and/or performance of the Services pursuant to Conditions 3(i)(ii) and (iii), any agreed time schedules shall be extended by a period equal to the period of such suspension without prejudice to any other remedy available to the Company.

(k) Unless otherwise agreed in writing, payment shall be made by the Customer in pounds sterling. No payment shall be deemed to have been received until the Company has received in full cleared funds.

4 DELIVERY AND ACCEPTANCE

(a) Delivery of the Goods shall, where the Contract designates a delivery point in the UK, be to such delivery point, and otherwise be Free Carrier (FCA), Bowater Doors Limited, Westhaven House, Arleston Way, Shirley, Solihull, West Midlands, B90 4LH (Incoterms 2020) unless otherwise agreed in writing by the parties. The provisions of Incoterms 2020 shall apply to the Contract, but if there is any conflict between the provisions of Incoterms 2020 and these Conditions, then these Conditions shall prevail.

(b) If the Customer fails to take delivery of the Goods, then:

(i) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company attempted delivery under Condition 4(a), as applicable; and

(ii) the Company may store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

(c) If the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days of written notification from the Company that the Goods are ready for collection or delivery, the Company shall be entitled (without prejudice to its other remedies under the Contract for such breach) to sell, or at its option destroy, such Goods and to apply the proceeds of their sale and/or their scrap value if destroyed towards payment of all sums due to the Company under the Contract.

(d) Any times specified by the Company for delivery of the Goods or performance of the Services are intended to be an estimate only and time for delivery shall not be of the essence.

(e) If the Company fails to dispatch or deliver the Goods or perform the Services by any specified times, such failure shall not constitute a breach of the Contract and the Company's liability for such failure shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods or services of similar description and quality in the cheapest market available, less the Price.

(f) The Company shall have no liability for any failure to deliver the Goods or Services to the extent that such failure is caused due to circumstances beyond its reasonable control, the Customer's failure to provide the Company with adequate delivery or site or other instructions for the Goods or Services or any relevant instruction related to the supply of the Goods or Services.

(g) Goods, once delivered, cannot be returned unless their return is agreed in advance in writing by the Company.

(h) Unless otherwise agreed in writing, the Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Customer shall make those licences and consents available to the Company prior to the relevant shipment.

(i) The Company shall be entitled at its discretion to make delivery of Goods or supply Services by instalments and to invoice the Customer for each instalment individually. Where Goods are delivered or Services are supplied by instalments each such instalment shall be deemed to be sold or supplied under a separate contract to which these Conditions shall apply. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

(j) The Company shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

(k) The Customer agrees to comply fully, at its own expense, with all applicable import and export laws, restrictions, national security controls and regulations of the United Kingdom and any other applicable local law or regulation.

5 TITLE AND RISK

(a) The Goods shall be at the risk of the Customer from the time of delivery or deemed delivery of the Goods in accordance with Conditions 4(a) or 4(b). Any materials required to perform the Services shall be at the risk of the Customer from the time such materials are delivered, or deemed to be delivered, to the premises at which the Services are to be performed.

(b) If for any reason the Customer does not accept delivery of any of the Goods or materials for the Services when they are ready for delivery, or the Company is unable to deliver the Goods or materials for the Services on time because the Customer has not provided appropriate access, instructions, documents, licences or authorisations:

(i) the Goods or materials for the Services will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by the Company's negligence); and

(ii) the Company may store the Goods or materials for the Services until actual delivery and the Customer shall be liable for all related costs and expenses (including storage and insurance).

(c) Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company until:

(i) the Price and all other amounts due under the Contract have been received by the Company in cleared funds; and

(ii) all other money payable by the Customer to the Company on any other account or under the Contract or any other contract has been received by the Company in cleared funds.

(d) Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:

(i) the Company may at any time require the Customer to deliver the Goods up to the Company and/or recover and resell the Goods if any of the events specified in Condition 17 below shall occur and/or if any sum owed by the Customer to the Company under any Contract is not paid on the due date for payment. For the purpose of exercising its rights under this Condition 5(d)(i) the Company, its Representatives together with all necessary and appropriate transport shall be entitled to free and unrestricted entry to the Customer's premises and/or all other locations where the Goods are situated;

(ii) the Customer shall hold the Goods on a fiduciary basis as bailee of the Company;

(iii) the Customer shall store the Goods for the Company in a proper manner without charge to the Company and ensure that they are stored separately from any other goods and are clearly identified as belonging to the Company. The Company shall (subject to giving reasonable notice) be entitled to examine the Goods in storage at any time during normal business hours; and

(iv) the Company shall be entitled to maintain an action against the Customer for the Price, and all other amounts due under the Contract, notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Customer.

(e) The Customer may sell the Goods in the ordinary course of its business, but the Customer's right of re-sale shall automatically cease upon the occurrence of any of the events referred to in Condition 17 below and/or if any sum owed by the Customer to the Company under any Contract is not paid on the due date for payment.

(f) Upon the re-sale of the Goods by the Customer the proceeds of sale thereof shall be received and held by the Customer in trust for the Company (and if so requested by the Company in writing, in a separate bank account in the names of the Company and the Customer) and the Customer will account to the Company for the same, but the Customer shall be entitled to retain any excess over the amount then outstanding under the Contract or any other contract.
(g) Nothing in this Condition 5 shall entitle the Customer to return the Goods and/or materials or to delay payment.
(h) The rights and remedies conferred upon the Company by this Condition 5 are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the Contract.

6 TESTING AND INSPECTION

(a) Testing and inspection, if requested by the Customer in writing, shall be at the Company's premises (at the Customer's expense) and such testing and inspection shall be final and conclusive as to their results.
(b) The Company shall not be obliged to produce test and performance certificates or safety critical certificates unless agreed otherwise in writing (at the Customer's expense).
(c) In addition to any costs incurred by the Company in testing the Goods, the Customer shall pay for all test pieces which comply with the Specification.

7 COATING SERVICES

(a) If the Contract is for, or includes, Coating Services to be performed by the Company, then, unless the Contract expressly states otherwise, the provisions of this Condition 7 shall apply.
(b) The Customer shall ensure that the Goods are fit and proper for the application of the Coating Services in a safe and effective manner and the Customer confirms that it is aware of the processes which the Company will administer to the Goods as part of the Coating Services.
(c) Subject to Condition 11(d), the Company shall have no liability for any loss, damage, delay or other liability whatsoever and howsoever arising in relation to the Goods and the Coated Goods to the extent Condition 7(b) is not fully complied with.
(d) Notwithstanding Condition 7(b), the Company shall have the right to reject Goods presented for the Coating Services if the Company in its sole discretion considers such Goods are not fit to be so processed. The Company may modify, drill, suspend or otherwise adapt the Goods in order for them to be subject to the Coating Services and all such activities shall be at the risk and expense of the Customer.
(e) The Company shall have no liability whatsoever for any loss or damage to the Goods or the inability of the Coated Goods to be assembled or reassembled or to be joined to any other item as a result of the Coating Services. The Customer shall be responsible for ensuring the Coated Goods are fit for the Customer's own purpose.
(f) The Customer shall indemnify the Company in full for any liability that the Company may incur as a result of any breach of Condition 7(b) and for any damage or change that may be caused to the Coated Goods as a result of the activities of the Company in accordance with Condition 7(d).
(g) The Company shall use all reasonable endeavours to meet any performance dates for the Coating Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Coating Services.
(h) The Coating Services will be deemed to be completed and the relevant element of the Price to be due and payable:
  (i) when the Company issues a written notice to the Customer confirming such completion; or
  (ii) if the Company is available to perform the Coating Services but is prevented from doing so by reason of the lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer).

8 SERVICES

(a) The Company shall use reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
(b) The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
(c) The Services will be deemed to be completed and the relevant element of the Price to be due and payable:
  (i) when the Company issues a written notice to the Customer confirming such completion; or
  (ii) if the Company is available to perform the Services but is prevented from doing so by reason of:
    1. the lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer); and/or
    2. the condition of the Customer's premises or the site at which the Services are to be provided and/or the facilities at, or the services available therein, at the time agreed for the provision of the Services.

9 WARRANTY

(a) Where any Goods and/or Services (or any part thereof) are shown by the Customer during the relevant Warranty Period, to the reasonable satisfaction of the Company, not to comply materially with the Specification, the Company shall at its sole discretion:
  (i) repair or make good such non-conformance free of charge to the Customer; or
  (ii) replace such Goods with goods which are in all respects in accordance with the Specification or re-perform such Services; or
  (iii) issue a credit note to the Customer in respect of the whole or part of the Price paid by the Customer in relation to such Goods or Services as appropriate having taken back such Goods or materials relating to such Goods or Services,

  subject, in every case, to Conditions 9(b), 9(d) and 9(e) below, provided that, subject to Condition 11(d) below, the liability of the Company under this Condition 9 shall in no event exceed the Price of such Goods or Services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.
(b) Condition 9(a) above shall not apply unless the Customer:
  (i) notifies the Company in writing within 7 days of becoming aware of such non-conformance;
  (ii) if so required by the Company, returns all defective Goods or materials relating to the Services to the Company's premises, carriage paid by the Customer, for inspection, examination and testing and/or otherwise permits the Company to have access to the Goods of such materials at the Customer's premises or other location where they may be or where the Services were performed for such purposes; and
  (iii) has properly and correctly stored, installed and/or used the Goods.
(c) If the Company elects to replace the Goods or re-perform the Services pursuant to Condition 9(a), the Company shall deliver the replacement Goods to or re-perform the Services for the Customer at the Company's own expense at the address to which the defective Goods were delivered and the legal, equitable and beneficial title to the defective Goods which are being replaced shall (if it has vested in the Customer) re-vest in the Company and the Customer shall make any arrangements as may be necessary to deliver up to the Company the defective Goods which are being replaced or materials relating to the previously performed Services on or before the date of delivery of the replacement Goods or re-performance of the Services.
(d) The Company shall be under no liability under the warranty at Condition 9(a):
  (i) in respect of any defect:
    1. caused by damage in transit after delivery; or
    2. arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), improper handling, alteration, installation, repair, maintenance, storage, misuse or alteration or repair of the Goods without the Company's approval in each case after delivery;
  (ii) if the total price for the Goods or Services has not been paid by the due date for payment;
  (iii) for any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to the Company by the Customer or for any Services provided in accordance with specifications, instructions or recommendation issued by the Customer;
  (iv) in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or
  (v) if the Customer makes any further use of the Goods after giving notice in accordance with Condition 9(b).
(e) Insofar as the Goods comprise or contain equipment or components which were not manufactured or produced by the Company, the Customer shall be entitled only to such warranty or other benefit as the Company has received from the manufacturer.
(f) If, having carried out the necessary examinations and tests under this Condition 9, the Company believes (in its reasonable opinion) that the Goods do materially comply with the Specification, the Customer shall reimburse the Company for any reasonable costs that have been incurred in examining and testing the relevant Goods.
(g) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law (including the conditions implied by s12-16 of the Supply of Goods and Services Act 1982 and s13-15 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
(h) These Conditions shall apply to any repaired or replacement Goods or Services supplied by the Company; save that any such repaired or replacement Goods or Services shall only be warranted for the residual unexpired Warranty Period, if any.
(i) This warranty extends only to the original Customer of the Goods and is not transferrable.

10 CUSTOMER'S OBLIGATIONS

(a) The Customer shall:
  (i) co-operate with the Company in all matters relating to the Services;
  (ii) provide the Company, and its Representatives with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
  (iii) provide the Company with such information and materials as the Company may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  (iv) prepare the Customer's premises for the supply of the Services;
  (v) obtain and maintain all necessary licences, permissions, authorisations and consents which may be required for the Services before the date on which the Services are to start;
  (vi) keep and maintain all materials, equipment, documents and other property of the Company ("**Company Materials**") at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
  (vii) provide any other assistance reasonably required by the Company.
(b) It will be the responsibility of the Customer in cases where construction or erection is to take place at the Customer's site, or at a site directed by the Customer (unless the Company agrees otherwise in writing), to ensure:
  (i) adequate and accurate foundations, pad stones, holding down bolts to columns and similar items (being properly cast into the concrete or other material using taper boses or similar means to ensure the bolts are loose for alignment purposes) sufficient to support or hold the Company's structures are provided prior to the Company's arrival on site;
  (ii) firm and accurate building lines levels and positions are located and details given to the Company when it is ready to commence erection;
  (iii) all necessary scaffolding and other works and all necessary builders works (including works of cutting away and making good) are provided; and
  (iv) the Customer will off load and store free of cost to the Company all Goods and materials if the Company has no Representatives employed at the site at the time of delivery.
(c) If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
  (i) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
  (ii) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Condition 10(c) and 99(f); and
  (iii) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

11 LIMITATION OF LIABILITY

(a) Subject to Condition 11(d) below, the Company is not liable, whether in contract, tort (including negligence or breach or statutory duty), misrepresentation, restitution or otherwise, howsoever arising, in connection with the Contract for any:
  (i) direct or indirect loss of profit, loss of revenue, loss of business, loss of anticipated savings; or
  (ii) indirect, special or consequential loss or damage.
(b) Subject to Conditions 4(e), 11(a) and (d), the total aggregate liability of the Company arising out of, or in connection with the performance or contemplated performance of the Contract, whether for negligence or breach of contract or any case whatsoever, shall in no event exceed 120% of the Price paid or payable to the Company.
(c) Each party agrees that the Price is set by the Company taking into account the limitation of the Company's liability as set out in these Conditions. Each party agrees that the limitation of the Company's liability as set out in these Conditions is reasonable.
(d) Nothing in these Conditions shall exclude or limit the Company's liability for:
  (i) death or personal injury resulting from the negligence of the Company, its servants or agents by operation of Section 2(1) Unfair Contract Terms Act 1977;
  (ii) fraud or fraudulent misrepresentation;
  (iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  (iv) breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  (v) any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

12 FORCE MAJEURE

If the Company's ability to perform any of its obligations under the Contract is affected by any circumstances beyond its reasonable control (including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure) further performance of the Contract shall be suspended for so long as the Company is so affected provided that if the performance of the Contract shall be suspended for more than six consecutive calendar months the Customer shall be entitled by written notice to the Company to terminate the Contract or to cancel any outstanding part thereof and the Customer shall pay the pro rata Price for all Goods and Services supplied and materials used by the Company to the actual date of such termination. Subject to Condition 11(d) above, the Company shall not be liable for any direct, indirect or consequential or special loss or damage suffered by the Customer, howsoever arising, as a result of the Company's inability to perform its obligations under the Contract due to circumstances beyond its reasonable control.

13 CUSTOMER'S PROPERTY

All Customer Property shall be deemed to be entirely at the Customer's risk and the Company shall not be liable for any loss of or damage to any Customer Property whilst it is in the possession of the Company or in transit unless such loss or damage is due directly to the negligence of the Company, its servants or agents. The Customer shall insure all Customer Property on an all risks basis.

14 LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts due and payable by the Customer to the Company have a general lien on all Goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of at least 14 days' notice to the Customer, to dispose of such Goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

15 HEALTH AND SAFETY

The Customer agrees to pay due regard to any information supplied by the Company relating to the use for which the Goods or product of the Services are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person, and the Customer represents, warrants and undertakes to take such steps as may be specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above.

16 COMPLIANCE

(a) The Customer shall procure its Representatives and shall comply with (i) all applicable laws, including all relevant anti-corruption, anti-bribery and anti-slavery laws, and (ii) the HS Policies, in each case, in connection with the Contract, the Goods and Services (including any re-sale or use of the Goods) and the Company's business ("**Compliance Requirements**").
(b) The Customer shall demonstrate its compliance with the requirements referred to in Condition 16(a) at the request of and to the satisfaction of the Company, which includes providing (i) all information requested by the Company, and (ii) the Company with access to all relevant premises for the purpose of inspection.
(c) The Customer shall immediately notify the Company if there is a breach or suspected breach of the Compliance Requirements. If there is a breach of the Compliance Requirements or the Customer otherwise fails to comply with this Condition 16, the Company shall be entitled, in its sole discretion, to terminate the Contract and any other contracts between the Customer and the Company without liability, and the Customer shall indemnify the Company in full for any losses suffered by the Company as a result of such termination.

17 TERMINATION

(a) The Company shall be entitled, without prejudice to the Company's other rights and remedies, either to terminate wholly or in part any or every Contract between the Company and the Customer and/or to suspend any further deliveries of Goods, or performance of Services, in any of the following circumstances:
  (i) non-compliance by the Customer with the Company's terms of payment set out in Condition 3 above;
  (ii) the Customer has failed to provide a letter of credit or guarantee, bill of exchange or any other security required by the Contract;
  (iii) the Company becomes aware or is of the reasonable opinion that the Customer is in breach of the Compliance Requirements;

(iv) the Customer makes or proposes in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986 or any other composition or scheme or arrangement with, or assignment for the benefit of, any of its creditors;
(v) the Customer becomes subject to an administration order or becomes bankrupt or goes into liquidation;
(vi) the Customer has a petition presented for its winding up (which is not dismissed within 21 days of its service);
(vii) the Customer proposes, makes or is subject to a company voluntary arrangement, a composition with its creditors generally or a scheme of arrangement under Part 26 or 26A Companies Act 2006;
(viii) an encumbrancer takes possession of, or a receiver or administrative receiver or similar officer is appointed in relation to, any of the assets, undertaking or income of the Customer;
(ix) the Customer suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
(x) the Company reasonably believes that any of the events mentioned at Conditions 17(a)(i) to (ix) above or any equivalent or similar event under any relevant laws to which the Customer or any connected person is subject, has occurred or may occur; or
(xi) the Customer or any connected person commits any breach of this Contract or any other contract whenever made between the Customer and the Company.

(b) Termination of Contract shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

(c) On termination of the Contract for any reason the Customer shall immediately pay to the Company all outstanding unpaid invoices and interest and in respect of Services and Goods supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt and the Customer shall promptly:
(i) return to the Company all equipment, materials and property belonging to the Company that the Customer has in its custody, including the Company Materials;
(ii) return to the Company all documents and materials (and any copies) containing the Company's Confidential Information;
(iii) erase all of the Company's Confidential Information from its computer systems (to the extent possible); and
(iv) on request, certify in writing to the Company that it has complied with the requirements of this Condition.

(d) On termination of the Contract, Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

18 INTELLECTUAL PROPERTY

Any Intellectual Property Rights created by the Company in the course of the performance of the Contract or otherwise in the manufacture of the Goods or provision of the Services shall be and remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the Intellectual Property Rights of the Company.

19 CONFIDENTIALITY

The Customer shall keep and procure to be kept secret and confidential all Confidential Information disclosed to it or obtained by it as a result of the relationship of the parties under the Contract and shall not use or disclose the same, save for the purposes of the proper performance of the Contract or with the prior written consent of the Company.

20 DATA PROTECTION

(a) In this Condition 20, the terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Processor**" shall have the meanings given to them in Data Protection Laws, and "**Process**" and "**Processed**" shall be construed accordingly.

(b) The Customer and the Company shall each Process Personal Data in order to perform their respective obligations under the Contract. (the "**Common Data**").

(c) The Customer and the Company acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, both parties anticipate that, for the purposes of the Contract, in most instances, the Customer and the Company shall each be a Controller of the Common Data in common with the other.

(d) In respect of the Common Data, the Customer and the Company shall each:
(i) comply with their respective obligations under the Data Protection Laws;
(ii) use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws; and
(iii) ensure that all fair processing notices have been given (and / or, as applicable, consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Contract in accordance with the Data Protection Laws.

21 NOTICES

(a) Any notice required to be given to a party under or in connection with the Contract shall be in writing and:
(i) sent to the relevant party's address by pre-paid first class post, or mail delivery service providing proof of delivery;
(ii) delivered to or left at that party's address; or
(iii) sent by e-mail to that party's email address

The address for the service of notices will be the receiving party's registered office (if a company) or (in any other case) its principal place of business and, in the case of email, such email address as confirmed by each party from time to time to be used for the receipt of notices under the Contract.

(b) Any notice given in accordance with Condition 21(a) will be deemed to have been served if delivered given:
(i) by first class post or mail delivery service, in each case as set out in Condition 21(a)(a)(i) at 9.00 am on the second Business Day after the date of posting;
(ii) As set out in Condition 21(a)(ii), at the time the notice is delivered to or left at that party's address; and
(iii) As set out in Condition 21(a)(iii), at the time of sending the email;

provided that if a notice is deemed to be served before 9:00am on a Business Day it will be deemed to be served at 9:00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5:00pm on a Business Day it will be deemed to be served at 9:00am on the immediately following Business Day.

(c) If a notice is given by e-mail the title to the e-mail will begin with the words "Service of Notice" and a copy of the notice will be sent to the receiving party's address (in accordance with Condition 21) by pre-paid first class post or mail delivery service providing proof of delivery within 24 hours after sending the e-mail. The requirements set out in this Condition 21(c) are not conditions to valid service of the relevant notice by e-mail.

22 GENERAL

(a) If at any time any one or more of the provisions of these Conditions become invalid, illegal, void, or unenforceable in any respect under any applicable law, such provision will be deemed to be severed from the Contract and the validity and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.

(b) Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

(c) The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

(d) The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company.

(e) The Company may assign, charge, subcontract or transfer the Contract or any part of it to any person.

(f) Subject to Condition 22(g) below, a person who is not a party to the Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Contract.

(g) The Company and any member of its group may enforce the provisions of the Contract that confer a benefit upon them subject to Condition 22(h).

(h) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any person that is not a party to the Contract.

(i) No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

23 GOVERNING LAW AND DISPUTES

(a) The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

(b) If the Customer is a company registered and/or domiciled in the European Union then all disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.

(c) If the Customer is a company registered and/or domiciled outside of the European Union then all disputes or claims arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. Such arbitration shall take place in the English language in London, England. The seat of the arbitration shall be in London, England. This Condition will be governed by the law of the seat.

(d) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Conditions or the Contract.

24 LANGUAGE

The Contract is drafted and entered into in the English language. All amendments to the Contract and all other documents provided under or in connection with the Contract shall be in the English language. If the Contract, or any documents provided under or in connection with the Contract, are translated into any other language, the English language version shall prevail.

SCHEDULE 1 (WARRANTY PERIODS)

68mm Double rebated Doors

Components	Warranty Period
Slab	10 years
Paint/Stain	5 years
Glass	10 years
Lock	5 years
Ironmongery finishes	2 years

Fire Doors

Components	Warranty Period
Slab	10 years
Paint/Stain	5 years
Glass	10 years
Lock	5 years
Door Closer	5 years
Ironmongery finishes	2 years

44mm Single rebated Doors

Components	Warranty Period
Slab	5 years
Frame	5 years
Paint/Stain	3 years
Glass	5 years
Lock	2 years
Ironmongery finishes	2 years