Window	Form
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All items viewed from outside

Quote



Order

Direct Trade (Yorkshire) Ltd

Unit 3, Sandall Carr Ind Estate, Sandall Carr Road, Kirk Sandall, Doncaster, DN3 1QL Tel: 01302 880066 Fax: 01302 887070 Orders Email: orders@directtradeltd.co.uk <u>Q</u>



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PLEASE TICK THE API	PROPRIATE E	BOX TO INDICA	TE WHETHER THIS IS A	N ORDER OR A C	UOTE									
Company Name: Ref:									Quote	e No:				
Invoice Address:				Date Required:										
						Delivery	Address:							
Dest Cada														
Post Code:			Tel No:			Deet Cod				Mahil				
Date Of Order:						Post Cod	e:			Mobil	e No:			
SYSTEM 10		RUSTIQUE (	With Ovolo Bead)						WER A		ANDARD (			
White EXTERN	IAL Colour:		Other:							PLEAS	SE INDICAT	E OTHE	RWIS	SE
As Standard INTERN	IAL Colour:	White	Other:					WER A+	• (56mm C	NLY)		NO RA	TINC	зП
				Chandand		Orth	: l							
Location:				Standard Outer	72mm	72mm	ional 84mm	84mm	Standa T.Vents		In Sash	Optio		m Head
				56mm		T/B/L/R					15mm	30m		45mm
				Bead					Тор					
				Flat	Scotia (			Ovolo Bottor					-+	
				150mm	85	mm	180	)mm	Left Righ					
		Concealed	No Cill		No Cill		Glass Clear		Obscure		Unglazed			
				Drain		ace		cealed	Patt Ty	/ре				
0				Handle	Of	fset		ey Tail	Floa		Tough			h Lower
Qty: W		Inline (Locking)			(Antique Black)		Soft Coat		Pilks 'K' 6mm		No Low E 9mm			
vv.	Transo	m Drop 40	00 STD	(LOCKING)			Bronze	Lead						
Н.	Vent Widt	Width 56mm 600 STD Handle Clr					ack			Diamo	nd Square Astragal			
Vent Width 72mm 615 STD		White	Graphite		Diddit		Georgian		18mm					
Comments / Extras		Hinges	· · ·		Bar			Sculpture 25mm Chamfere						
T vent size please circle 4000EQA, 5000EQA or 2500EQA		(Egress S/Hung)	-						2511111	Chann				
				Locking Espag	Maco Rail	Maco S/Bolt	Guardian Rail	Guardian S/Bolt	Space Blac		Other			
Location		Standard	Optiona				Standard		Option		nal	al		
				Outer	72mm	72mm	84mm	84mm	T.Vents		In Sash	-		m Head
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									Left					
				150mm	85	mm	180	)mm	Righ					
		Concealed Drain		No Cill		No Cill		lear	Obscu	re	Unç	glazed		
Face		Concealed		Patt Ty		Tauah	AU -	Tavia	h					
Qty:		Handle Inline	Offset		Monkey Tail (Antique Black)		Float Soft Coat		Tough All Pilks 'K'		Tough Lower No Low E			
W.	-			(Locking)		Non-Loc					6mm		9mm	
	Iranso	m Drop 40	00 STD		G	old		Le Le			Diamo			Juare
Н.	Vent Widt	th 56mm 60	00 STD	Handle Clr White	Chr	ome	Bl	ack	Georgian		18mm	Astragal		
	Vent Widt	th 72mm 61	.5 STD		Gra	phite					1011111	Sculpt	Sculptured 🔲	
Comments / Extra	S	Comments / Extras Hinges		Hinges	Easyclean F		Rest	rictor	Bar		25mm			

T vent size please circle 4000EQA, 5000EQA or 2500EQA		(Egress S/Hung)	Easyclean		Restrictor			25mm			
		Locking Espag	Maco Rail	Maco S/Bolt	Guardian Rail	Guardian S/Bolt	Spacer Black	Other			
Location			Standard	Optional							
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			85	mm	180mm		Left				
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			No Cill <sub>Face</sub>		No Cill Concealed		Glass Clear	Obscure Unglazed		Jnglazed	
							Patt Type				
		Handle	Of	fset	Monkey Tail		Float	Tough All		Tough Lower	
Qty:		Inline		(Antique Black)		Soft Coat	Pilks 'K'		No Low E		
<b>W</b> .	Transom Drop 400 STD (Locking)		Non-Locking		king 🗌		Lead	6mm	۱	9mm	
			Gold		Bright Bronze		Leau	Diamo	nd	Square	
Н.	Vent Width 56mm 600 STD Handle Clr White		Chrome		Black			10mm	Astragal		
	Vent Width 72mm 615 STD	wince	Graphite				Georgian	18mm	Sculptured		
Comments / Extras		Hinges	Facycloan		Destrictor		Bar	)Emm	Chamfer		
T vent size please circle 4000EQA, 5000EQA or 2500EQA		(Egress S/Hung)	Easyclean		Restrictor			25mm			
		Locking Maco Maco			Guardian			Other			
	Espag Rail S/Bolt		Rail	S/Bolt	Black	Other					

## FRAMES WILL BE MANUFACTURED TO STANDARD SPECIFICATION UNLESS OTHERWISE INDICATED

I confirm that the details entered on this order by myself or an employee of Direct Trade (Yorkshire) Ltd are correct. I have checked the details and instruct Direct Trade (Yorkshire) Ltd to manufacture to these specifications. I have read and agree to the terms & conditions of sale.

Signed Print	Order Taken By
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Direct Trade (Yorkshire) Ltd is Registered in England No: 3497488 - Vat No: 705 9326 33

## DIRECT TRADE (YORKSHIRE) LIMITED COMMERCIAL TERMS AND CONDITIONS OF SALE

parties in such a way that the Goods can clearly be recognised and identified as the property of the Company, whether under the Contract or otherwise, shall become immediately due and payable and the Customer hereby grants to the Company or its agents an inevocable licence and authority to enter upon the Customer's premises or any other premises on or in which the Goods are located to recover addre resell such of the Goods (irrespective) of whether they have become fluctures) as the Company may deem necessary to recover all sums owing to it by the Customer together with any reasonable costs of the Company so incured. This right shall confinue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in these Conditions or otherwise and without projudice to any accurate rights of the Company under the Contract. Until all monies owing to the Company (whether under the Contract or otherwise) have been paid in full the Goods shall remain the absolute property of the Company and the Customer shall only be entilled to possession of the Customer any third party may deatached and emoved by the Company and shall not and are not intended to become part of any such property. The Customer shall keep the Goods in good condition and shall maintain full insurance on the Cont have of the Company, behalf in an amount which is not less than the price payable to the Company for the Customer or any third party may be deatached and emoved by the Company. The following conditions apply to every Contract entered into by the Company and every Order accepted by the Company for Goods and 82 DEFINITIONS in mese conanions:-"the Company" means Direct Trade Yorkshire Limited Co No 3497488 whose registered office is at Unit 3, Sandall Carr Ind Estate, Sandall Carr Read, Kirk Sandall, Doncaster, "Conditions" mean the Company's standard conditions of sale set out in this document (which super seds any sariler set of conditions appearing in the Company's literature or elsewhere) together with any secal and any same set of containors appearing in the Company siterature or eservine) together win any special containors specified on the big Contact "means the Quoteins and/or the Order and the Company's ecceptores thereof, together with the Conditions. "The Goods" and/or means the Quoteins which have and the Company's ecceptores thereof, together with the Conditions. "The Goods" and/or means the Quoteins which have been affixed to order part of the Services and part of the contract (including goods or matteries) which have been affixed to order part of the Services or any part of them of any building or other structure) and further include any instalment of the Goods or part performance of the Services or any part of them together with any packing or assembly carried out on the Goods. "The Order" means the written order placed by the Customer with the Company for the provision of the Goods and/or Services (whether based or a Quotefin term any term order placed by the Customer with the Company for the provision of the Goods and/or Services (whether "the Customer" means the written order placed by the Customer with the Company of the provision of the Goods and/or Services (whether "the Customer" means the partice placed by the Customer with the Company for the provision of the Goods and/or Services (whether the Customer and the Customer share the order of the order ther interpretation. OFFER AND ACCETTANCE: The Company shall sell and the Customer shall purchase the Goods and/or Services in accordance with the Contract or any Order which is come into existence until the Order has been accepted in while plant the Customer when y subject on the Company versibily subject in either case to the Company versibily subject in the direction of the Company versibility subject on the Customer shall be an (authoread errores structure) of the Company) (or at the discretion of t 8.3 and emoved by the Lompany and shall not and are not intended to accome part of any such property. The Quantemise trait keep the Goods in good condition and shall maintain full insurance in respect thereof on the Company's behall in an trust for the Company. If Condition 8.1 is held to be invited to reserve the Company's title to the Goods, and all the proceeds of sluch insurance shall be held on trust for the Company. If Condition 8.1 is held to be invited to reserve the Company's title to the Goods delivered under the Contract by reason of reservation of title until all goods delivered to the Customer by the Company stitle to the Goods delivered under the Contract by reason of reservation of title until all goods delivered to the Customer by the Company is this to the Goods delivered under the Contract by reason of reservation of title until all goods delivered to the Customer by the Company for the proceeds of sale or otherwise of the Goods while the tangble porces of its business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangble or inangble, is the company and the company and in humed and shall all promply timeling such proceeds (is a sun equivalent to such proceeds) to the Company on the resord of the Customer which may be on the promess of the Company shall be and the coase of tangble proceeds, stored approach to proceeds separate from any monies or property of the Customer which may the property of the Company on demand. The Customer shall not be entitled to pledge or in any way charge by way of security for any indeliber/security investing approaces is the Internation. The Customer which may be on the promises of the Company shall be and the company shall have a full line over all goods of the Customer which may be company to the Company shall be appropried to which the Customer may dain to be excluded from the Contract. If the Company becomes entited to reposes any of the Goods by virtue of the Contral to the Contract. If the Company becomes entitied t 8.4 8.5 2. 2.1 8.6 come into existence unit the order has been accepted in writing by the company (or at the discretion of the Company vertiality vertiality accepted expresentative) [directoril of the Company] All Quotations are made and all Orders accepted subject to the Conditions. The Conditions override any other terms, conditions or [autoneous the made and all orders accepted subject to the Conditions. The Conductive Streams and a conditional services and a conditional service and 8.7 8.8 8.9 8.10 2.5 8.10.1 8.10.2 2.6 8.11 relies (dher than in the udocuments exceeded to a rendorsed on the Order and in any such case the output of the reject or clarify the point and submit a new quotation. In entering into the Contract the Customer acknowledges that he does not rely on and waives any claim for breach of any such recommendations which are not so confirmed in writing. Any hopografication, cliencial or there are or consistion in may sales literative, quotation, price list, acknowledgement of order, invoice or other document issued by the Company shall be adject to correction without any fability on the part of the Company is the Company shall be at litery to decline any Order and to withdraw the nor any negolations without being under any liability whatsoever to the Customer. Company. Notwithstanding the provisions of this Condition the Company may bring an action for the price due under the Contract at any time after the price has become payable under the Conditions. If a receiver, administrator or liquidator be appointed to the Customer and at the time thereof the Customer shall not have received the proceeds of any sele of the Goods the Customer (or the receiver, administrator, or liquidator as agent for the Customer) shall assign to the Company forthwith all rights against the person or person to whom the Goods have been sold. GLIPARNEES 8.12 2.8 2.9 8.13 The Customer Any advice or recommendation yetwise by the Ceremany or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company in accordance with Condition (2). Its followed or added upon entry at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed. The parties advocwedge that it is not their intention that any third party shall be entitled to enforce any term of this agreement which may confirm a banefit on that thing tarty, whether any such entitientent would, but for this provision, arise under the Contracts Rights of Third Parties advocwedge that it is not their intention that any third party shall be entitled to enforce any term of this agreement which may confirm a banefit on that third party, whether any such entitiement would, but for this provision, arise under the Contracts Rights of Third Parties advocwed by the Contextomer there are the storage to provide the contract. Any third party shall be entitled to enforce any term of this agreement which may confirm abund to enable the Company to proceed with the Contract. Any there to do so will entitle the Company any noncessary information to enable the Scompany completes an Order form on behall of the Customer shall be solely responsible for ensuing that all information recorded or detailed is correct, accurate and completely consistent with the purchase requirements of the customer. CARTWHILES Any components or parts not of the Company's own manufacture incorporated in the Goods or sold by the Company are not guaranteed by the Company, but carry the maker's guarantee of the and the Company shall use reasonable endeavours to assign to the Customer the UABLITY UBALITY 2.10 LABILITY Subject to the remaining sub-classes of this Condition the Company warrants that the Goods and/or Services (being of the Company's design and manufacture, or that part of the Goods which is of the Company's design and manufacture and hereafter called "the Company's Goods") will be of merchantable quality and reasonably fit for their purpose for the period of [12] months following delivery ("the Warranty Period"). 10. 10.1 3. 3.1 Period"). In the event that the Company's Goods or workmanship is proved to be defective, or in need of repair during the Warranty Period, then the Company undertakes at its option either to replace or to give credit for or to repair or rectify the Company's Goods (subject to any intervening wars and teat) to the condition originally required under the Contract provided that: the Customer notifies the Company in writing of its claim within 5 working days after discovering the alleged defect giving full details of the allowed defect. 10.2 3.2 10.2.1 Customer. The quantity, quality and description of and any specifications for the Goods and/or Services shall be those set out in the Quotation or the Order (if accepted by the Company). The Company reserves the right to make any changes in the specification of the Goods to comply with any applicable safety or statutory requirement or, where the Goods are to be supplied to the Company's specification, which do not materially affect the quality or enformance, without notice. Company shall be entited and shares y summer a second share of the state of the second s 10.2.2. 3.4 upon examination the Company's scoots prove to be detective or fait due to faulty materials manufactured by the Company's coefficient no person other than the Company has dismantied repainted or so attempted or otherwise tampered with the Goods or any part thereof; the Goods shall have been installed, used, maintained, stored and serviced (where appropriate) in accordance with the Company's installation, operating and maintenance instructions and in a proper manner, and the Goods shall have been installed, whils allegeldy defective, in need or teppart or otherwise not in accordance with the Contract; and the Goods shall not have been used withis allegeldy defective, in need or Warran's Period. The Contract is and the total purchase price for the Goods has been paid by the due date for payment. Suggestions in quantity and/or variations or defects in quality or dimensions in any delivery shall not be a ground for cancellation of the rest of the Contract. requirement or, where the Goods are to be supplied to the Company's specification, which do not maternary artect use quary or performance, which not notice. The Customer shall indemnify the Company and its sub-contractors against all claims, damages, costs, penalties and expenses incurred by the Company or tis sub-contractors to which the Company may become liable if any work done in accordinace with the Customer's specifications involves an infringement of a registered design, trademark, patent or other intellectual property right. No Contract may be cancelled by the Customer exceed with the written agreement (ginged by a director) of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost) of all abour and materials used), diamages, charges and expresses incured by the Contract shall areas the tot cancellator. Any plans, drawings or technical documents or software, or computer based or transmitted information prepared by the Company and submitted to the Customer prior or subsequent to the formation of the Contract shall aremain the property of the Company and submitted to the Customer prior or subsequent to the formation of the Contract shall aremain the property of the Company and shall be returned to the Company on demand. The Customer shall not without the Company's written consent copy the said prises drawings or technicat to the Company on demand. The Customer shall not obtain the claim or allow any thirting to use the said plans drawings or technical documents or software or computer based or transmitted information other than in connection with the installation or assembly or use of the Goods or performance of the Services. Contracts are conditional upon the Company and its suppliers being allo to claim use threa writerias and components and upon the Company and its suppliers being allo to claim such har materials and components. PRICE: 10.2.4 10.2.5 3.5 10.2.6 10.2.7 10.3 any detect. Variations in quantity and/or variations or defects in quality or dimensions in any delivery shall not be a ground for cancellation of the rest of the Goothmas. The Goothmas is the provide the provide the provide the transfer use of the Goots is used in the prescribed memory and for the provide the rest of the Goothmas is the statistic transfer of the condition of the Goods is used in the prescribed memory and for the provide the which the Goots were designed, and the Company shall be under no lability for any damage loss or injury resulting from any use of the Goods which is on in accordance with their prescribed memory or design. Where the Customer provides a specification for the Goods is used by the Specification. Nothing in these Conditions shall have the affect of excluding or limiting liability to a person for death personal injury or damage to property the Company, under warranties given by the supplier to the Company provided that the Company shall not be liable recompany under warranties given by the supplier to the Company provided that the Company shall not be labeled. Nothing in the Conditions shall impose any liability upon the Company provided that the Company shall not be labeled. Nothing in the Conditions shall impose any liability upon the Company in respect of any loss damage consequential or therwise in relation to arrain goot clocate in the order data structure the defect is attributable directly or inflicently to the generality of the Googsing) any course of action shall impose any liability upon the Company in respect of any loss damage consequential or therwise in relation to arrain goot actions to customer's sequenciators of the Goods and Services under the Company of the Goods and the Goods course of action shall impose any liability upon the Company is under the Contract. The Company's liability does not cover defect as any fission mediator customer's negleginene, all covers of action shall in the conditions, except in respect of the Goods and the contrac 10.4 3.7 10.5 10.6 3.8 10.7 PRICE (Subject to the following provisions of this Condition) the price for each delivery of the Goods and performance of the Services shall be the Company's current list price ruling at the time of delivery except where specifically detailed otherwise in the Company's Dustation or acknowledgement of the Order. Unlit the Contract has become binding on the Company' all specifications and prices are subject to change without prior notice. All prices are exclusive of value added tax and similar taxes, levies, or duties, which the Customer shall be additionally liable to pay to the 4. 4.1 10.8 10.9 4.2 The Company is subcase of value above and smire taxes, where, of bulkes, which the Costonies shall be abundlary base to pay to the The Company reserves the right, at tax and smire taxes, where, of bulkes, which the Costonies shall be abundlary base to pay to the cost to the Company is executing the Contract due to any factor beyond the control of the Company, such as, without limitation, any increase in the cost of labour, in windersida, transport or currency, any change in delivery dates, collection dates, delivery locations, quantities, or specifications for the Goods and/or Services arising as a result of any error or mission by or changes negulated by the Customer, or any delay or interruption on the Contract to attributable to the Company, any costs to the Company resulting from delay by the Customer in giving to the Company information sufficient to enable it to supply the Goods or provide the Services, any votate sort to the Company resulting in the Goods being carried, at the request of the Customer, by carriers or modes of transport more water costs to the Company resulting in the Goods being carried, at the request of the Customer, by carriers or modes of transport. The Customer shall not instruct the employees of the Company or its sub-contractors to carry out any afterations or additions to the Goods 43 10.10 10.11 4.3.3 4.3.4 10.12 4.3.5 Expensive inat the Lompany's normal form of transport. The Castomer shall not instruct the employees of the Company or its sub-contractors to carry out any alterations or additions to the Goods their specification and/or Services without the concent of a director on bahall of the Company in writing, and such alterations or additions to the Goods their specification and/or Services without the concent of a director on bahall of the Company in writing, and such alterations or additions shall be the subject to an extra charge on terms to be agreed and confirmed by the Company in writing, and such alterations or additions that prove that (actual) [includie) installation, assembly, packaging, insurance delivery and transport charges, [which the Customer shall be liable to pay in addition to the price). TEMMS OF PAVMENT (Subject to the following provisions of this Condition) unless otherwise agreed in writing, the price will be due and payable and the Company shall be entited to invoice the Customer for the price of the Goods and/or Services on or at any time after (the date on which the Goods have been notified by the Company to the Customer as being ready for collection, or the Contrany has the director delivery of the Goods have been notified by the Company to the Customer as being ready for collection, or the Goods and/or Services or the price at any time after the Customer has been notified that the Goods are ready for collection, or the Goods and/or Services or the prices at the Company reserves the right to a subhall or the Customer for the Goods and/or Services or the prices and any time after the Customer or from other parties on behall of the Customer for the Goods and/or Services or the prices the Company is included by the Company in the Customer for the Goods and/or Services or the Services until such payment is included to executery or guarantees executed. Subject to Constiton 6.2 unless on the delivery of the Company in the Customer for the Goods and of services price to the Sorvice an 4.4. or 10.13 4.5 10.14 5. 5.1 10.14.1 that the potential losses when could or may use users as any other company to the Customer in respect of the provision by the Company of the Goods and Services; that the Company has in knowledge or information as to the value of any contracts to be entered into by the Customer which may involve that the Company has in knowledge or information as to the value of any contracts to be entered into by the Customer which may involve the the Company of the Code or information as to the value of any contracts to be entered into by the Customer which may involve the the Company of the Code or information as to the value of any contracts to be entered into by the Customer which may involve the company of the Code of the Code of the Customer which may involve the company of the Code of the Code of the Customer which may involve the code of the Code of the Code of the Customer which may involve the Customer in the Code of the Customer which may involve the Customer in the Code of the Customer which may involve the Customer which may involve the Customer in the Code of the Customer which may involve t 10.14.2. that the Company has no knowledge or information as to the value of any contracts to be entered into by the Customer whole may incode that the Company's isolates to keep to as low a level as meanably possible for the benefit of the Customer and all the Company's other customers its charges in respect of goods and services provided by it. That the Company's isolate to keep and dequate instruction cover in respect of the potential losses which could or might arise from any breach or negligence as referred to in this condition. 5.2 10 14 3 10.14.4 10.15 5.3 11. 11.1 e Customer undertakes to indemnify the Company against all claims relating to or arising from the Goods or Services in respect of ss, damage or expense sustained by any third party howsoever caused save for death or personal injury caused by the Company's 5.4 5.5 Loss, damage of expense subtained by any timp pany howsever caused save to reserve or personal many ceases or yet ecompany a negligence. The Customer shall indemnity the Company against all loss, damages, costs and expenses suffered or incurred by the Company or to which the Company may become liable as a result of work carried out in accordance with the Customer's facilitations which involves infingement or allegad infingement of any patent, dasign, copyright or other infilectual property right. If any claim is made against the Customer that the Goods liftinge or that their use or resell infinges the patent, copyright, design, trade If any claim is made against the Customer that the Goods liftinge or that their use or resell infinges the patent, copyright, design, trade If any claim is made against the Customer that the customer and the Customer against all loss, damage, costs and expenses of the Customer is in respect of such claim, provided that: the Company is given full control of any proceedings or negotiations in connection with any such claim; except pursuant to final award. The Customer shall not pay or accept any such claim, or componies any such proceedings, without the constance to any duky of the Customer shall not pay or accept any such claim, or componies any such proceedings, without the constance to any duky of the Customer shall not pay or accept any such claim, or componies any such proceedings, without the constance to any duky of the Customer shall not pay or accept any such claim, or componies any such proceedings, without the company may reasonably require to miligate or reduce any loss, costs, damages or expenses for which the Company is liable to informity the Customer and the sub-clause. 5.6 5.7 11.3 5.7.1 11.3.1 11.3.2 11.3.3 5.7.2 5.7.2.1 5.7.2.2 5.7.2.3 5.7.3 1998: accluated on a daily basis from the date of the Company's invoice until payment; compounded on the first day of each calendar month and; bables and after any judgement (indues the Court dress otherwise)] dates otherwise any payment index by the Customer to such of the Goods and/or Services (or the goods supplied under any other contract to the Service) and the support of the Customer to such of the Goods and/or Services (or the goods supplied under any other contract DB INFFMP Company and the Customer) as the Company may think fit (notwithstanding any purported appropriation by the Customer). 11.3.4 he Company may reasonably require to mitigi ndemnify the Customer under this sub-clause DEFAULT OR INSOLVENCY OF CUSTOMER applopring any paginal make by the Customer is the Company may think if provide the appropriate any paginal make by any control status of the Subtraney. DELINERY Delivery shall mean delivery of the Goods to the Customer at the [Customers]. Companys premises or delivery of the Codods to a carrier nominated by the Customer. In the absence of specific instructions, the Company may nominate a carrier. The Customer shall bear all transport, storage, insurance and forwarding costs. Mhere the Company has a greed in writing to supply the Goods delivered to premises other than the Company signal Market by the Customer on Delivery and any non-delivery shortages in delivery or damage to or breakages of the Goods must be inspected by the Customer on Delivery and any non-delivery shortages in delivery or damage to or breakages of the Goods must be inspected by the Customer on Delivery and any non-delivery shortages in delivery or damage to or breakages of the Goods must be inspected by the Customer on Delivery and any non-delivery shortages in delivery or damage to or breakages of the Goods must be inspected by the Customer on Delivery and any non-delivery shortages in delivery or damage to or breakages of the Goods must be inspected by the Customer on Delivery and any non-delivery shortages in delivery or damage to or breakages of the Goods must be inspected by the Customer the Decisioner. If the Company shift by device the the excess (if any of the cost to the Customer in the chapset available market) of similar goods to replace those not delivered over the price of the Goods. If the Customer shall be conclusive proof of delivery and condition of the Goods. If the Customer shall be conclusive proof of delivery and condition of the Goods and shallower or hear and be detered to the starts then be returned to the Company. Signature of the Goods and shallower or the shall be delivered to the Customer shall be conclusive proof of delivery and condition of the Goods theore the property adelivery. The Company a DEFAULT OR INSOLVENCY OF CUSTOMER This Condition applies It-the Customer adeplies It-the Customer advectary arrangement with this creditors or becomes subject to an administration order or becomes bankrupt; or the Customer makes any volknize arrangement with this creditors or becomes subject to an administration order or becomes bankrupt; or the Customer advectary arrangement or thas an administration or a recover appointed, or an encumbrancer takes possession; or a recover supported, or an exerct provide the Customer and a supported to the Customer and any of the scatter are advected as and entities the the Customer advected as and entities or on locaties, or or not business; or the Customer advected as propriated as the array of the events mentioned above is about to occur in relation to the Customer and notifies the this Condition applies then, without prejudice to any other right or removely available to the Company, that be entitled to cancel any partially or wholy uncompleted Order or Contract or to withhold or suspend delivery or performance of the Services. 12. 12.1 12.1.1. 12.1.2 6. 6.1 6.2 6.3 12.1.3 12.1.4 12.1.5 12.2 cancel any particular place with a microcompleted Order or Contract or to withhold or suspend delivery or performance of the Services. In the event of an occurrence as outlined in sub-clause 12.1, then the Customer shall indemnify the Company against all loss including loss of profit, costs (including the costs) of labour and materials used and overheads incurrent and and all other expresses and damages connected with the Contract and its cancellation (the Company giving credit to the value of any materials sold or utilised for other purposes). If the Customer shall become aware that any of the cricrumstances monitorial to the value of any materials sold or utilised for other purposes). If the Customer shall not express that any of the cricrumstances monitoring and all other express and damages connected with the Customer shall become aware that any of the cricrumstances monitoring in sub-clause 12.1. this or is levely to occur, then the Customer must lifem the Company of the Company is objected of all legid administrative and other costs and expenses resulting from any breach by the Customer shall not be higher to the Contract. The Company shall not be higher to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any of the Company is obligations in relation to the Contract the delay or failure was due to any cases beyond the Company's reasonable control. Act of God, episoin, flood, tempest, fire or accident; war or threat of war, substate, brief, the or accident; war or threat of war, substate, brief, advertise, the contract of any delay in performing, or strikes, lock-cont regulations or embargoes; the exerver 6.4 12.3 6.5 12.4 6.6 12.5 13. 13.1 13.1.1. 13.1.2. 13.1.3. caused. The Customer shall be responsible at his own expense and risk for the unloading of the Goods. Where Goods are taken to a location and not unloaded, due to the discance of sufficient labour to off-lead, then the Customer shall be responsible for redsharey homes the Company reserves the right to deliver the Goods in instalments and each such instalment shall constitute a separate Contract. Failure by the Company to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as regulated or breached. 13.1.4 13.1.5 13.1.6 13.1.7 13.2 6.9 repudated or breached. RSK The risk of damage to or loss of the Goods shall pass to the Customer: in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer (whether verbally, in writing or by dectronic means) that the Goods are available for collection; or in the case of Goods to be delivered at an at the Company's premises, at the time of delivery or, if the Customer wrongfully in the case of Goods to be delivered at an at the Company's premises, Any claim by the Customer which is based on the quality or condition of the Goods on ther failure to correspond with the Contract shall (whether or not delivery is refused by the Customer shall not be armoner referred to in condition 6.3 or (where the defect was not apparent on reasonable inspection) within 5 working days after discovery of the failure to correspond with the Contract. If delivery is not reused, and the Company is not so notified, the Customer shall not be entited to tried. The Goods had been divered in accordance with the Contract. The of notifications real be of the estimate. Customer Shall the Contract is the of contract with the Contract, the of contract with the Contract. If the Goods had been diverse of the failure to correspond with the Contract. If accordance with the Contract. The of notifications real be of the estimate. Use the Contract with the Contract. The of notification are allowed in the case of the failure to an endiverse of the source. Use the Condition in Claises 7.2 is sitely observed, the Company shall be under no lability whatsover in respect of any loss or damage The source of the contract or otherwise) shall not pass to the contract of the contract or otherwise) shall not pass to the the contract or otherwise) shall not pass to the contract of the contract or otherwise) shall not pass to the the contract or otherwise) shall not pass to the the contract or otherwise) shall not pass to the the contract or otherwise) shall not pass to the the contract delayed or GENERAL 14. 14.1 y notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other rty at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving 7.1.2 ice. ver by the Company of any breach of the Contract by the Customer shall be considered a waiver of any subsequent breach of the 7.2 14.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered a waiver of any subsequent breach of the same or any other provision. If any of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions on the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions on the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions or the Contract the parties hereby invecably submit threselves to the exclusive justication of the English Courts. The Contract is between the Company and the Customer and is not assignable by the Customer without the consent of the Company. The breach of any Holding, subsidiary, or Associated Company (as defined in Section 786 of the Companes Act 1966 as amended by the Company releases the eleveen the Company (as been of the Company (as defined in Section 786 of the Companes Act 1966 as amended by the Company reliable eleveen the Company (as the Customer and is not active and shall entite the Company (as the other other and is not active and shall entite the Company (as the other other and is not active and shall entite the Company (as the other other other and is not active and shall entite the Company (as the other other other active) and acts and remedies to which it is entitled under these Conditions as if such default had been a breach or default under the Contract. 14.3 14.4 7.3 14.5 14.6 14.7 In transit (or non-delivery) of the whole or any part or the too.com. TTLE Tille the Goods or any part of them or in any goods of the Company (whether delivered under the Contract or otherwise) shall not pass to the Customer unit the Customer shall have paid in full all monies owning under the Contract and any other contract between the Company and the Customer. The Customer shall keep the Goods properly stored and protected and separate from its own goods and those of third 8.