

TERMS AND CONDITIONS OF SALE

AANCO (UK) LIMITED TRADING AS MADE FOR TRADE

The Customer's attention is drawn in particular to the provisions of clause 12, which limit the Company's liability to the Customer.

1 – DEFINITIONS

In these Conditions, the following definitions apply:

'Acceptance Period' means 30 days from the date of the Quotation;

'Company' means Aanco (UK) Limited trading as 'Made for Trade';

'Conditions' means the terms and conditions of sale set out in this document;

'Contract' means the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with the Quotation and these Conditions;

'Customer' means the person, firm or company named in the Quotation who agrees to purchase the Goods from the Company;

'Goods' means the goods which the Company is to supply to the Customer as set out in the Quotation;

'Marine Environment' means the location of the Goods is either within 2,000 meters of the coastline or in a room with an indoor swimming pool.

'Quotation' means the quotation sent by the Company to the Customer providing details of:

- the Goods,
- the Specification,
- the price,

- payment terms,
- any packaging, insurance and transport charges,
- the delivery address,
- the lead time for production of the Goods,
- the Warranty Period for the Goods, and
- any special limits to liability;

'Specification' means any specification for the Goods that is referred to in the Quotation.

'Warranty Period' means the period or period from the date the Goods are delivered shown in the tables at the end of these Conditions for goods of the same type as the Goods in the location where the Goods are kept.

2 – BASIS OF CONTRACT

2.1 Subject to the variations provided for in these Conditions the supply of the Goods will proceed as follows:

- a. the Company will send a quotation to the Customer;
- b. if the Customer wishes to purchase the Goods on the terms set out in the Quotation it must notify the Company within the Acceptance Period that it accepts the Quotation;
- c. on receipt of the Customer's acceptance the Company will send an invoice to the Customer;
- d. if the Customer pays the Company's invoice in full before the end of the Acceptance Period the Company will arrange the manufacture of the Goods;
- e. the Company will notify the Customer when the Goods will be available for delivery;
- f. the Customer will accept the Goods on the delivery date specified by the Company.

2.2 A legally binding Contract shall come into existence only if the Customer pays the Company's invoice for the Goods within the Acceptance Period unless either of the exceptions in clause 4.2 applies when a legally binding Contract shall come into when the company issues an Order Confirmation form.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, customer, practice or course of dealing.

2.4 Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them and are provided for general guidance only. They shall not form part of the Contract nor have any contractual force.

2.5 If there is a conflict between any of the terms contained in the Quotation and these Conditions the terms in the Quotation shall prevail.

3 – PRICE

3.1 The price of the Goods shall be the price set out in the Quotation.

3.2 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to:

- a. any factor beyond the control of the Company including but not limited to increases in the cost of raw materials;
- b. any request by the Customer which the Company accepts to change the delivery date(s), quantities or types of Goods ordered, or their Specification; or
- c. any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

3.3 All prices, unless otherwise stated, exclude:

- a. amounts in respect of value added tax ("VAT"), which the Customer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and

b. the costs of packaging, insurance and delivering the Goods.

3.4 If any sums are due under clause **3.2.** or **3.3** which are not included in the original invoice the Company will submit a supplemental invoice which the Customer will pay in full within 7 days unless the Customer has a credit account.

4 – TERMS OF PAYMENT

4.1 The Company shall send an invoice for total price of the Goods plus VAT and any packaging, insurance and transport charges identified on the Quotation to the Customer after the Customer notifies the Company that the Quotation has been accepted.

4.2 The Company's invoice must be paid in full before the end of the Acceptance Period unless:

a. stated otherwise on the invoice in which case the invoice must be paid in the instalments and on the dates stated; or

b. the Customer has a credit account in which case all invoices must be paid not later than 30 days after the end of the month in which the Goods are delivered.

4.3 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

4.4 The time for payment for the sums invoiced by the Company shall be of the essence. In the event of default in payment by the Customer the Company shall be entitled at its discretion, without prejudice to any other right or remedy, to:

a. cancel the Contract and retain any sums paid by the Customer;

b. suspend all further deliveries on any Contract and any other contracts between the Company and the Customer until full payment of any outstanding amount has been made; or

c. claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 after as well as before judgement until full payment of any outstanding amount has been made.

5 – CHANGES

5.1 If after the date of the Contract and before the delivery of the Goods, improvements are made in the design or specification of the Goods the Company may incorporate such improvements in the Goods sold to the Customer provided that:

a. the Company gives notice to the Customer of the changes;

b. the performance and quality of the altered Goods are at least equal to those of the Goods ordered;

c. no variation to the price of the Goods is made except with the Customer's consent; and

d. delivery is not unreasonably delayed.

5.2 The Company shall not be obliged to make any alteration to the Goods for any reason including because of the amendment of the regulations of a competent authority made subsequent to the date of the Contract. Notwithstanding that, the Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

6 – DELIVERY

6.1 The Company will notify the Customer of the delivery date for the Goods.

6.2 Delivery will be on the delivery date notified to the Customer by the Company if possible but is not guaranteed. Time of delivery is not of the essence.

6.3 The Company will deliver the Goods to the delivery address on the Quotation. Delivery may be in more than one instalment.

6.4 Except for credit account customers the Company will not deliver any of the Goods if any part of the Company's original or supplemental invoices are outstanding.

6.5 No allowance will be credited for Goods collected from the Company's premises by the Customer.

6.6 The Company will select the method of delivery with due regard to urgency and cost.

6.7 Delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer.

6.8 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. When delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses incurred by the Company in connection with such postponement including (but not limited to) a charge of 15% of the total value of the Contract for transportation and/or storage or restocking occasioned thereby.

6.9 Goods supplied in accordance with these Conditions cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's premises at the Customer's expense and the Company shall be entitled to apply a 15% handling charge in respect of those Goods returned. For the avoidance of doubt, the Company shall not, in any circumstances, accept the return of any Goods which have been worked on or undergone any manufacturing process or which belong to a third party.

6.10 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

6.11 The Customer must ensure that the delivery location is safe and can accept delivery of the Goods and that the Customer made available sufficient and suitably skilled personnel and appropriate equipment to unload the Goods safely. The Company reserves the right to postpone delivery of any Goods if it considers that the Customer has failed to provide a safe delivery location and sufficient and suitable assistance to enable delivery to be completed. If the Company is unable to safely deliver the Goods, the Customer shall be responsible for the costs of re-delivery together with associated costs as set out in clause 8 above.

6.12 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an event beyond the Company's reasonable control or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or the Customer's failure to comply with clause 11.

7 – RISK AND TITLE

7.1 Risk shall pass to the Customer so that the Customer is responsible for all loss and damage or deterioration to the Goods:

a. if the Company delivers the Goods by its own transport at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or if the Customer wrongfully fails to take delivery at the time the Company tendered delivery of the Goods; or

b. in all other circumstances at the time when the Goods or a consignment or other part thereof leaves the premises of the Company whether or not the Company arranges transport.

7.2 Title in the Goods or any part thereof supplied hereunder shall not pass to the Customer until payment has been made in full and cleared funds received for:

a. the total of the Company's invoices relating to the Contract, and

b. all sums due under any other contract between the Company and the Customer.

7.3 Before title for any Goods has passed to the Customer:

- a. the Company shall have the right to recover or resell the Goods or any of them and may enter upon the Customer's premises by its employees or agents for that purpose;
- b. the Customer shall take all reasonable precautions to protect the Goods from damage or loss arising from any cause and shall indicate that the Goods are the property of the Company; and
- c. the Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks and if the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

8 – SHORTAGES AND DELIVERY DAMAGE APPARENT ON INSPECTION

8.1 No liability will be accepted regarding claims or complaints as to shortages or transport damage unless notified to the Company by telephone within 2 working days and confirmed in writing within 7 days after the Goods have been delivered.

8.2 If it is agreed by the Company that the Goods are damaged or a shortage is apparent, the Goods will be replaced or repaired free of charge or at the option of the Company, allowed for credit, provided that such credit shall not exceed the value of the relevant Goods as invoiced and provided that the Customer shall, if required by the Company, return any damaged Goods at the Company's expense (subject to the Company's prior approval) in the same condition as they were supplied.

9 – GOODS WARRANTIES

9.1 The Company warrants that on delivery and throughout the Warranty Period, the Goods shall:

- a. conform in all material respects with their description and the Specification; and

- b. be free from material defects in design, material and workmanship; and
- c. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

9.2 Subject to clause 3, if:

a. the Customer gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 1;

b. the Company is given a reasonable opportunity of examining such Goods, including but not limited to being given the opportunity to conduct site visit(s); and

c. the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost,

the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods (including any return delivery costs incurred by the Customer) in full.

9.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 1 in any of the following events:

a. the Customer makes any further use of such Goods after giving notice in accordance with clause 2;

b. the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

c. the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;

d. the Customer alters or repairs such Goods without the written consent of the Company;

e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

f. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

9.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

9.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Company. Unless otherwise stated in this clause 9, the Warranty Period for repaired or replacement Goods shall be the balance remaining of the Warranty Period for the relevant original Goods which have been repaired or replaced.

9.6 The Company (provided that the Goods in question have been accepted and paid for) will extend to the owner of the property where the Goods are originally installed by the Customer:

a. the warranty set out in this clause; and

b. to the extent that it is able the manufacturer's guarantee on all Goods not manufactured by the Company.

10 – SEALED GLAZED UNITS FORMING PART OF GOODS

10.1 In addition to the exclusions contained within clause 3, the Company shall not be liable for the failure of sealed glazed units forming part of the Goods to comply with the warranty set out in clause 9.1 in respect of in any of the following events:

a. sealed units, which have been glazed incorrectly (including with silicon sealants). For these purposes, a sealed unit will be deemed to have been incorrectly glazed if the method and manner of installation does not comply with the BS 6262 Code of Practice, 'Glazing for Buildings', or BS8000 'Workmanship on Building Sites' Part 7 Code of Practice for Glazing and any subsequent amendments, current at the date of installation;

b. sealed units used at altitudes over 800 metres, or where they have been transported over such elevation, unless the Company has agreed in writing to warrant the relevant Goods in such circumstances;

c. sealed units, which have not been maintained completely in accordance with the Company's recommendations provided with or prior to delivery of the Goods and/or any recommendations/methods of the glazing system manufacturer;

d. sealed units showing the optical phenomenon occasionally seen as interference colour bands, known as "Brewster's fringes";

e. minor imperfections, such as bubbles, blisters, hairlines, blobs, fine scratches or small pinpricks, which when viewed at 90 degrees in normal daylight and from 3 metres are not obvious.

10.2 All replacement sealed units supplied will be on a "like for like" basis using standard components available at the time of replacement. Should it be necessary to source the replacement sealed glazed unit from a supplier who is not a sealed glazed unit manufacturer approved by the Company, the Warranty Period for that replacement sealed glazed unit shall only cover the time of delivery and no period thereafter.

10.3 No warranty is given that the installation of double glazing will reduce the incidence of condensation to the interior or exterior of the sealed glazed unit.

11 – ALUMINIUM PROFILE PRODUCTS

11.1 In the case of aluminium profile products the warranty in Clause 9.1 shall include a warranty that the products will be free from peeling, powdering, blistering, corrosion (other than where caused by bending or folding after the application of paint), chalking, fading and loss of sheen in accordance with the specification issued by Qualicoat for a quality label for liquid and powder organic coatings on aluminium for architectural applications in force at the date the Contract comes into existence.

11.2 In addition to the exclusions contained within clause 3, the Company shall not be liable for aluminium profile products' failure to comply with the warranties set out in clause 9.1 where the defect arises:

a. from mechanical contact, thermal shocks, friction, poor water drainage, pollution, use of cleaning products on the aluminium profile products which contain non-neutral chemicals; or

b. because the Goods are located within direct influence of zones of salt water (or where they are situated within 5 miles of a coastal front or high tide line) or where they are exposed to acidic or industrial sources which are known or understood to be damaging or corrosive to thermosetting powder coatings;

c. due to the use of alloys or materials which are not compatible with aluminium, copper, lead, zinc;

d. because the powder coat paint finish applied to the bi-folding doors will cover the thermal break (Polyamide) that is situated between the inner and outer aluminium profiles to door sashes and outer frames; or

e. due to paint not consistently covering or adhering to the thermal break (Polyamide).

12 – LIMITATIONS OF LIABILITY

12.1 No representation is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose, taking into account zones of high exposure to the elements (weather conditions), i.e. coastal or areas of high elevation, hilly or mountainous and the Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.

12.2 Nothing in these Conditions shall limit or exclude the Company's liability for:

a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

- b. fraud or fraudulent misrepresentation;
- c. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d. defective products under the Consumer Protection Act 1987; or
- e. any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

12.3 Subject to clause 2 the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- a. any indirect or consequential loss arising under or in connection with the Contract;
- b. loss or damage to persons or property (other than the Goods);
- c. pure economic loss;
- d. loss of profits;
- e. loss of business; and
- f. depletion of goodwill.

12.4 The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount stated in the Quotation or if none the price of the Goods.

12.5 The Customer acknowledges, agrees and recognises that the limitation of liability contained in this clause is reasonable in that the prices quoted by the Company are dependent upon such limitation being incorporated in the Contract.

13 – FORCE MAJEURE

13.1 If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer.

13.2 The following shall be regarded as force majeure:

Act of God, explosion, flood, tempest, fire, accident, epidemics and pandemics, war, threat of war, sabotage, insurrection, civil disturbance, government requisition, acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental, parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure unavailability of the use of public or private telecommunications networks and any other cause whatsoever beyond the Company's reasonable control.

14 – INDEMNITY

14.1 The Customer shall indemnify the Company in full on demand against any costs charges losses or expenses including legal fees which the Company may sustain or incur because of any failure by the Customer promptly and properly to perform its obligations hereunder.

14.2 The Customer shall indemnify the Company against any damages losses costs claims or expenses suffered or incurred by the Company in respect of any claim brought against the Company by any third party for any loss injury or damage wholly or partly caused by the Goods.

14.3 The Company shall not be responsible for any loss, injury or damage suffered as a result of a failure on the part of the Customer or any third party to use, handle or deal with the Goods in a safe and proper manner and in accordance with all applicable regulations and all procedures recommended by the Company.

15 – TERMINATION

15.1 The Company shall be entitled without prejudice to its other rights and remedies, either to terminate the Contract or any other contract with the Customer or to suspend any further deliveries under the Contract or any other such contract if the Customer:

- a. fails to make any payment by the due date;
- b. fails to take delivery of any Goods under the Contract on a delivery date notified by the Company;
- c. is in material breach of the Contract;
- d. makes any voluntary arrangement with its creditors;
- e. (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- f. an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Customer;
- g. ceases, or threatens to cease, to carry on business; or
- h. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

15.2 If the Contract is terminated then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to suspend any further deliveries under the Contract without affecting the Customer's liability to pay any sums due to the Company.

16 – CANCELLATION

16.1 The Company may (but is not obliged to) agree to cancellation of a Contract on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage

resulting to the Company by reason of such cancellation shall be paid forthwith by the Customer to the Company.

17 – CONFIDENTIAL INFORMATION

17.1 All drawings documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the prior written consent of the Company either give away loan exhibit or sell any such drawings or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

18 – TRADEMARKS/DESIGN RIGHTS/PATENTS

18.1 The supply of Goods by the Company shall not confer any right upon the Customer to use any of the Company's trade marks (except in the installation or re-sale of Goods in the packaging supplied by the Company); or any of the Company's patents or design rights, and at all times such trademarks, patents, and de-sign rights, shall remain the absolute property of the Company.

19 – GENERAL

19.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this or any other contract.

19.2 If any of the provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions, and the remainder of the provision in question, shall not be affected thereby.

19.3 The Customer shall not assign or transfer any of its rights benefits or obligations under the Contract (save with the prior written consent of the Company).

19.4 The Contract shall be governed by and construed in all respects in accordance with English Law, and the Customer hereby submits for all

purposes of and in connection with the Contract, to the non-exclusive jurisdiction of the English Courts.

19.5 Any notice or other communication to be given under the Contract shall be in the English language and may be delivered in writing by hand or sent by pre-paid first-class post or email to the party to be served at that party's registered office or last-known trading address and (in relation to the Company) marked for the attention of the 'Head of Customer Services'.

19.6 A notice shall be deemed to have been served, if by hand when delivered, if by email when transmitted, and if by first class post 48 hours after posting.

19.7 The clause headings are for reference purposes only, and do not limit or otherwise affect the interpretation of these Conditions.

19.8 Each of the provisions contained in these Conditions shall be construed as separate and severable.

19.9 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19.10 No variation of the Contract shall be effective unless it is in writing and signed by the parties or their authorised representatives.

19.11 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.12 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20 – EXPORT TERMS

20.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall apply notwithstanding any other provision of these Conditions.

20.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

20.3 The Customer shall be responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as may be required and shall make them available to the Company prior to shipment.

20.4 If the Customer is not liable to pay VAT on the Goods any references to VAT in these Conditions shall be disregarded.

20.5 The Company shall have no liability for any claim in respect of any defect in the Goods or in respect of any damage during transit. The warranty in clause 9 does not apply to Goods delivered outside the United Kingdom.

20.6 Payment of all amounts due to the Company shall be made in pounds sterling or (if applicable) another currency if stated in the Quotation.

TABLE

Non-marine Environment

Product	Domestic Premises - Frames	Domestic Premises - Hardware	Commercial Premises - Frames	Commercial Premises - Hardware
Korniche Lantern Roof	10 Years	10 Years	10 Years	10 Years
Korniche Bifolding Door	10 Years	10 Years	1 Year	1 Year

Visofold 1000 Bifolding Door	10 Years	1 Year	1 Year	1 Year
Visoglide Plus Sliding Patio Door	10 Years	1 Year	1 Year	1 Year

Showing 1 to 4 of 4 entries

Marine Environment

Product	Domestic Premises - Frames	Domestic Premises - Hardware	Commercial Premises - Frames	Commercial Premises - Hardware
Korniche Lantern Roof	5 Years	5 Years	5 Years	5 Years
Korniche Bifolding Door	5 Years	1 Year	1 Year	1 Year
Visofold 1000 Bifolding Door	5 Years	1 Year	1 Year	1 Year
Visoglide Plus Sliding Patio Door	5 Years	1 Year	1 Year	1 Year

Showing 1 to 4 of 4 entries