



CONDITIONS OF SALE

DEFINITIONS

"Company" means Prestige Fabrications Limited.

"Goods" means all manufactured, fabricated or engineered product by the Company.

"Repair Services" means work carried out by the Company, including additional necessary works.

"Item" means any item to which Repair Services are performed by the Company.

1. In these Conditions of Sale "the Seller" shall mean Prestige Fabrications Limited and/or its successors, assignees, sub-contractors and agents; "the Buyer" shall mean any person or persons firm or firms, company or companies, authority or authorities who shall order or buy the Goods and repair services and shall include his or their successors, executors and personal representatives;

2. CONTRACT

(a) No quotation by the Seller shall constitute an offer. No order placed with the Seller shall be binding on the Seller or deemed to be accepted by the Seller unless and until a written unqualified acknowledgement and acceptance of such order is issued to the Buyer by the Seller. The Contract between the Buyer and the Seller shall be governed in all respects by these Conditions of Sale. The Seller shall not be bound by any terms or conditions set out in the Buyer's order and these Conditions of Sale shall supersede and prevail over any other terms and conditions stipulated or referred to by the Buyer. No previous correspondence, writings, emails or faxes or verbal communications between the Buyer and the Seller regarding the Goods shall form any part of or be incorporated into the contract.

(b) Any variation of the Contract must be agreed in writing by the Buyer and the Seller.

3. PRICE

(a) Quotations of price will normally be given by the Seller in pounds Sterling, but in the event of a quotation being given in a currency other than Sterling and the exchange rate on the date on which payment falls due being different from that on (a) the date of the quotation or (b) the date of acceptance of the Buyer's order, whichever is the earlier, then the Seller shall have the right to make such adjustments as it may reasonably consider necessary to take account of such difference.

(b) All prices quoted are strictly net. In addition to the quoted price the Buyer shall pay Value Added Tax, where applicable.

- (c) Any price lists or catalogues issued or supplied by the Seller and all rates and prices contained therein are subject to variations or withdrawal without notice. For the avoidance of doubt the price which the Seller will charge to the Buyer is the list or catalogue price of the goods at the date of delivery thereof.
- (d) The price of the Goods will be the Company's quoted price as set out overleaf. Where no price has been quoted or quoted price is no longer valid the price will be the Company's current price as at the date the contract is made:
- (1) Subject to Paragraph 1.3 unless otherwise state all prices quoted are valid for 30 days.
 - (2) Unless otherwise stated all prices include VAT and are for delivery at the Company's address as set out overleaf.
- (e) All prices given for Repair Services are estimates only.
- (f) The Company reserves the right at any time to increase the price of the Goods if a price increase is imposed on the Company by its supplier.
- (g) Unless otherwise agreed the Customer must pay the price of the Goods or Repair before delivery or collection can be made.
- (h) The Company reserves the right at any time to demand security for payment.
- (i) The Customer at all times has primary responsibility to paying the price of Goods and Repair Services as requested by the Company under an insurance claim or manufactures warranty claim.
- (j) All reference to payment means cleared funds.

4. PART EXCHANGE

If the Company agrees to part of the price for Goods being paid by way of a part exchange item such item must be delivered to the Company on or before delivery of the Goods and the following conditions apply as at the date of delivery of the Goods:

- (1) The details and statements set out overleaf being true; and
- (2) The item being in the same condition as at the date of its examination or the acceptance of it as a part exchange item by the Company. If either or both of those conditions do not apply the Company shall be entitled to cancel the contract and to seek damages from the Customer. The Company shall be entitled to set off its damages against any deposit paid by the Customer

5. SPECIFICATION AND WARRANTY

- (a) The Specification of the Goods shall be that specified on the order
- (b) The Customer shall receive such warranty and/or guarantee as is given by the manufacturer of the Goods to the Company, and the Customer hereby agrees to be bound by any conditions attaching to such warranty and or guarantee
- (c) The Company warrants that the Goods will comply with the specification and construction set out overleaf (save as the same may be modified by these conditions) and that all repair services will be carried out using reasonable skill and care. All other conditions, warranties, stipulations, reservations and statements (unless set out overleaf) whether express or implied by the statute at common law or otherwise howsoever relating to the Goods and/or Repairs are hereby excluded to the fullest extent permitted by the law unless the same has been made or agreed to by a director or general manager of the Company and except in respect of death or injury caused by the Company's negligence.
- (d) In the case of Repair Services, we will replace or repair any part found to be defective by any reason of defective material or workmanship PROVIDED THAT
 - (1) we shall not be liable if the product has been abused in any way or damaged by wear and tear, neglect, rust, improper use or failure to maintain and/or
 - (2) we shall not be liable if the product has been damaged.
- (e) The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform, any of the Company's obligations beyond the Company's reasonable control.
- (f) When providing Repair Services, the Company will not accept any liability for any financial loss incurred as a result of any delay in providing the Repair Services.

6. DELIVERY

- (a) Where supply of the Goods is affected by part- deliveries each such delivery shall (for the purposes of this clause) be treated as if it arose from a separate and independent Contract but any delay or failure by the Seller in respect of any such part-delivery shall not entitle the Buyer to cancel the remainder of the Contract.
- (b) Failure by the Buyer to pay for any part- delivery when payment falls due shall entitle the Seller to withhold delivery of the remainder of the Goods.
- (c) The Buyer shall accept delivery of the Goods within a period of 7 days of being notified by the Seller that the Goods are available for delivery. If the Buyer shall fail to accept delivery as aforesaid the Seller shall be entitled: -
 - (1) to charge interest to the Buyer at the current rate applicable for the time being calculated in terms of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts (Scotland) regulations 2013; and

(2) to make a storage charge against the Buyer at a rate equivalent to 10% per annum;

on all sums due to the Seller in terms of the contract and for the time being unpaid in respect of the period from the expiration of the said period of 7 days until delivery of the Goods is accepted by the Buyer. On the expiry of said period of 7 days the Seller will be entitled to invoice the Buyer in respect of the Goods notwithstanding that delivery of the Goods has not been accepted by the Buyer.

(d) The quantity of any consignment of goods as recorded by the Seller upon dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

7. RETURNS

- (a) All returns must be returned within 7 days of the date of their invoice and the Company reserves the right to levy its handling charge current at the date of return.
- (b) Any item not of manufacturer/UK origin which is identified thus (*) is not covered by any manufacturer's warranty.

8. DELIVERY AND PASSING OF RISK

- (a) The Seller shall deliver the Goods to the buyer at the place specified by the Buyer within mainland United Kingdom. In the event of the Goods being for export the Seller shall deliver to a United Kingdom port as directed by the buyer but will thereafter have no responsibility for any charges incurred in moving or packing the Goods. Risk of loss, damage or destruction of the Goods shall pass to the Buyer upon delivery. Except when delivery is made at the Seller's premises the Seller will repair or at their option replace, free of charge, Goods lost or damaged in transit, provided that the Seller and the carriers receive written notification of such damage within three days of delivery or if lost within fourteen days from the date of Advice Note

9. DELAY IN DELIVERY

- (a) Any delivery date given by the Seller to the Buyer is the Seller's approximate business estimate of the date on which the Goods will be delivered to the Buyer and the Seller will make every reasonable endeavour to meet such deliver date. Delivery and completion dates are not, however, subject to any condition, guarantee, warranty or representation and, unless otherwise agreed in writing between the Seller and the Buyer, time shall not be of the essence with regard to delivery in the contract and there shall be no liability (in contract or otherwise howsoever) upon then Seller in respect of any loss or damage (including consequential loss or damage) incurred by the Buyer arising from any delay in delivery of the Goods; nor shall the Buyer be entitled to refuse to accept delivery or to repudiate or cancel the contract as a result of any delay in delivery of the goods or any part thereof. Late delivery shall not affect the obligation of the Buyer to pay the price.

10. PAYMENT

- (a) Unless otherwise agreed between the Seller and the Buyer and subject to the sub-paragraph below payment of all sums due to the Seller in respect of a contract for the supply of Goods shall be made on or before the end of 30 days following the month end in which the invoice is issued in respect of the Goods and time shall, in respect of payment, be a material condition in and of the essence of the contract.
- (b) In respect of any Goods to be delivered to the Buyer or its nominees at an address overseas, and unless otherwise agreed in writing, payment of the price and any additional overseas shipping and/or transportation charges, insurance, storage, standing charges or other additional costs shall be paid by the Buyer prior to the despatch of the Goods by the Seller by means of a confirmed irrevocable Letter of Credit opened with a Bank approved by the Seller or by such other means as may be agreed in writing between the Buyer and the Seller.
- (c) The Seller shall have the right to charge interest (which shall accrue from day to day) on all sums which may at any time be overdue for payment in terms of the contract (from the time such sums become due for payment until such times have been paid to the Seller in full) at the rate calculated in terms of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts (Scotland) regulations 2013.
- (d) In the event that the Buyer fails to pay all sums due to the Seller in respect of a Contract for the supply of Goods in terms of Sub-Clause (a) hereof all sums to become due to the Sellers by the Buyers in terms of all other Contracts between them for the supply of Goods including Goods ready but not yet despatched, shall become immediately due and payable.
- (e) No payment shall be deemed to have been received until the Seller has received clear funds.
- (f) The Buyer shall make all payments due under the contract in full without any deduction, whether by way of set-off, counterclaim, discount, compensation, retention, abatement or otherwise unless the Buyer has a valid court decree, interlocutor or order requiring an amount equal to such education to be paid by the Seller to the Buyer.
- (g) If any invoice rendered by the Seller is not paid within the time limit set in clause 7(a), or the Buyer fails for any reason to accept delivery of the goods or any part thereof (save in the case of a breach of the Seller of the terms of these conditions or the contract) then:
1. the Seller may suspend performance on the contract and under any other contract between the Seller and the Buyer (but without affecting the Buyer's obligations under the contract and such other contract); and
 2. the Seller may appropriate any payment made by the Buyer to any sum due under this contract or under any other such contract as the Seller thinks fit and may for this purpose disregard any purported appropriation by the Buyer; and
 3. the Seller may resell or otherwise deal with or dispose of the goods or any part thereof for its own account in such manner as the Seller may think fit.

- (h) The Seller reserves the right to charge to the Buyer all costs, charges or expenses (including, without limitation, any legal and other professional costs, charges or expenses) which may be incurred or involved in the collection of any account should the account become overdue for payment.

11. PASSING OF PROPERTY

- (a) Unless otherwise agreed in writing between the Seller and the Buyer and subject to subparagraph below payment of all sums due to the Seller in respect of a contract for the supply of Goods shall be made on or before the end of 30 days following the issue of the invoice in respect of the Goods and time shall, in respect of payment, be a material condition in and of the essence of the contract.

In respect of any Goods to be delivered to the Buyer or its nominees at an address overseas, and unless otherwise agreed in writing, payment of the price and any additional overseas shipping and/or transportation charges, insurance, storage, standing charges or other additional costs shall be paid by the Buyer prior to the despatch of the Goods by the Seller by means of a confirmed irrevocable Letter of Credit opened with a Bank approved by the Seller or by such

- (b) In the event that: -

- (1) on the expiry of any credit period the Seller shall not have received payment in full for the Goods, or
- (2) a Receiver (including an Administrative Receiver) or Manager is appointed over the whole or any part of the assets of the Buyer, or
- (3) a Resolution is passed or a petition is presented for the winding up of the Buyer or a Provisional Liquidator is appointed to the Buyer, or
- (4) an administration order in relation to the Buyer is applied for under the provisions of Part II of the insolvency Act 1986, or the Buyer is deemed unable to pay its debts within the provisions of Section 123 of the Insolvency Act 1986, or
- (5) The Buyer commits an act of bankruptcy or becomes apparently insolvent the Seller shall be entitled to require the buyer at the Buyer's own expense to return to the Seller such of the Goods as have not been paid for in full and should the Buyer fail to do so the Seller is irrevocably authorised by the Buyer without notice to enter any premises in which the Goods are situated for the purpose of collecting and removing such of the Goods and the buyer shall be responsible for (and shall, on demand reimburse the Seller with) all the Seller's cost and expenses in connection with such collection and removal.
- (6) Sub-Clauses (a) and(b) of this Clause shall be construed and receive effect and shall be enforceable as a separate Clause of these conditions of Sale.

12. TECHNICAL DATA

- (a) With the exception of these Conditions of Sale all information, details, measurements, descriptions and illustrations contained in the Seller's catalogue and sales manual, and all drawings, descriptive statements, weights, dimensions, power consumptions, price lists and advertisements are intended to be an may be construed only as of a generally informative nature and no such information, details measurements, descriptions and illustrations shall form any part of or be incorporated in any way into the Contract. Further no statement, descriptions, warranty or recommendation made verbally by the Seller shall be construed to enlarge, vary or override in any way any of these Conditions.

13. SELLER'S WARRANTY AND LIABILITY FOR DEFECTS

- (a) The Buyer is deemed to have satisfied itself as to the suitability of the Goods for the purpose for which the Buyer requires them.
- (b) Where any of the Goods supplied by the Seller to the Buyer are manufactured by the Seller and are found by the Buyer within one calendar year after delivery to be defective in material or workmanship or not to conform to the specifications set out in the Buyer's order the Buyer shall notify the Seller of such defect within 10 days of discovery of such defect or failure to conform and shall return such Goods, carriage paid, to the Seller within one calendar month after such notification and the Seller shall provided that the Goods have been accepted and paid for and at its own option either repair such Goods free of charge, replace such Goods or refund to the Buyer the price thereof, but in no circumstances whatsoever, subject to any statutory provision from time to time in force, shall the liability of the Seller in connection with any such Goods exceed the price paid or agreed to be paid by the Buyer therefor.
- (c) The liability of the Seller under this Clause is conditional upon the Buyer (i) adhering to strictly to the terms of payment provided for in the contract, (ii) notifying the Seller of the defect in the Goods within the said period of 10 days and returning said Goods to the Seller within the said period of one calendar month after such notification and (iii) not attempting to repair or allowing anyone not previously approved by the Seller to repair any part or parts of the goods.

There shall be no liability on the Seller in terms of this Clause for any defect which in the opinion of the Seller, occur as a result of: -

- (i) misuse of the Goods or negligence on the part of any person other than the Seller; loss or theft of the Goods or any part of them;
- (ii) damage from any cause other than negligence by the Seller or the Seller's personnel; and
- (iii) unauthorised modification, alteration or repair of any of the Goods.
- (iv) In the case of Goods not of the Seller's manufacture the Seller will pass to the Buyer any benefits obtainable under any Warranty given by the Seller's supplier provided that the Goods have been accepted and paid for. The Seller will not otherwise have any liability to the Buyer in respect of such goods.

- (d) Where the Goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.
- (e) Subject to the terms of this Clause and except as provided in Section 16 of The Unfair Contract Terms Act 1977 (liability for death or personal injury resulting from breach of duty) the Seller accepts no responsibility in any circumstances for any direct, indirect consequential or pure economic loss or damage (including but not restricted to loss of profit, loss of business, loss of revenue, loss of opportunity, loss of turnover, loss of expenditure, depletion of goodwill), howsoever arising including but without prejudice to the foregoing generality the negligence of the Seller, which the Buyer may sustain in connection with the Goods supplied under the Contract.
- (f) Save as otherwise provided by these conditions of Sale all conditions and warranties express or implied, statutory or otherwise and, except as provided in Section 16 of the Unfair Contract Terms Act 1977 (liability for death or personal injury resulting from breach of duty), and under section 2(3) of the Consumer Protection Act 1987 and The Consumer Rights Act 2015, all other obligations and liabilities whatsoever of the Seller whether in contract or in delict or otherwise are hereby excluded.

14. SUSPENSION OR CANCELLATION

- (a) If the buyer shall fail to make payment to the Seller within 30 days of the due date of any sum payable under the contract, or shall be declared apparently insolvent or shall grant a Trust Deed for behalf of his creditors, or being a body corporate shall have a Receiver (including an Administrative Receiver), a Manager an Administrator, a Provisional Liquidator, an Official Liquidator or a Liquidator appointed to it or if any order shall be made or any resolution passed for winding up the Buyer, then the Seller may, without prejudice to its rights, either suspend or cancel deliveries or further deliveries of the Goods or supply or further supply of the Services and charge the Buyer in respect of any loss sustained thereby. If the Buyer cancels his order the Seller shall be entitled to recover all costs accrued and/or incurred by the Seller up to date on which the Seller receives notices of such cancellation.

- 15.(a) The Buyer will indemnify the Seller against all claims, damages, costs and expenses to which the Seller may become liable through executing any order in accordance with the Buyer's specification by the infringement or the alleged infringement of a Patent or Registered Design.

- (b) No licence is granted under third party patent claims covering the combination of the Seller's products except for a purpose made known to the Seller and accepted by the Seller as part of the sale.

- 16.(a) If the Seller provides to the Buyer any sketches, drawings, designs or details of the specification, any article or part of an article sold by the Seller for whatever reason the Buyer will not pass such sketches, drawings, designs or details of specification to a third party without the written permission of the Seller.

17 FORCE MAJEURE

If performance of the contract shall be delayed by any circumstances or conditions beyond the control of the Seller including (but without prejudice to the generality of the foregoing) any war, industrial dispute, strike, lockout, riot, malicious damage, fire, storm, flood, act of god, accident, non-availability or shortage of material or labour, failure by any sub-contractor or supplier to perform, failure of production equipment, any statute, rule, byelaw, order, regulation or requisition made or issued by any government department, local or other duly constituted authority, then the Seller shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present.

- (b) If performance of the contract by the Seller shall be prevented by any such circumstances or conditions beyond the control of the Seller, then the Seller shall have the right to be discharged from further performance of and liability under the contract. If the Seller exercises such right the Buyer shall thereupon pay all sums due in terms of the contract less a reasonable allowance for such part of the contract as has not then been performed by the Seller.

19. TERMINATION

- (a) Without prejudice to any rights it may have under any law to terminate the contract and without prejudice to rights it may have for damages or compensation in respect of any a antecedent breach of this contract, the Seller may terminate the contract by notice to the Buyer if:

- (1) the Buyer fails to make any payment due under the contract on the due date or otherwise breaches or fails to perform any obligation of the contract to be performed on its part;
- (2) the Buyer suffers any diligence to be levied on its assets which is not discharged within 14 days thereafter;
- (3) the Buyer (being an individual, or in the case of the Buyer being a partnership or a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000, then any individual partner, individual member or individual designated member) commits any act of bankruptcy or compounds or makes any arrangements with his creditors or a trustee in sequestration is appointed or the Buyer signs a trust deed for behalf of his creditors or the Buyer becomes apparently insolvent, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors;
- (4) Buyer (being a company) becomes apparently insolvent, convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed in respect of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;

- (5) the Buyer ceases to trade; and/or
 - (6) the Buyer fails to take delivery of any of the goods within the period stipulated for in the contract.
- (b) The Buyer may not cancel the contract, unless the Seller agrees upon the Buyer first indemnifying the Seller against any loss, damage or expense (including loss of profit) which the Seller may suffer or incur as a result of the cancellation.

20. GENERAL

- (a) Where the Goods are sold or the Repair Services performed under a consumer transaction the statutory rights of the Customer are not affected by these conditions.
- (b) Any notice required or permitted to be given by either party to the other under these conditions shall be in writing sent by post or by fax addressed to that other part at the address set out overleaf.
- (c) 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 of any other provision.
- (d) If any provision of these conditions is held by any competent authority to be invalid or unreasonable whole or in part the validity of the other provisions of this condition and the remainder of the provision in question shall not be affected thereby.
- (e) These conditions constitute the entire conditions of the contract between the Company and the Customer and shall supersede all premises, representative, warranties, or other statements made by one party to the other unless the same are confirmed in writing by a Director of the Company and by the Customer or his authorised representatives.

21. DATA PROTECTION AND PRIVACY

Information we may collect from you

- (a) We may collect and process the following data about you:
 - (1) Information that you provide for the purposed of completion of the order form.
 - (2) If you contact us, we may keep records of that correspondence:
 - (3) We may ask you to complete surveys that we use for research purposes, although you do have to respond to them
 - (4) Details of the fulfilment of your order
 - (5) Details of your visit to our website and the resources that you access.
 - (6) Uses made of the information
- (b) We will use information about you in the following ways: -

- (1) Any information collected about you will be used firstly to fulfil any service you might request and secondly improve how, as a Company, we may be able to serve you and we will do this making appropriate use of the information
- (2) The information you supply is stored in our database and used to improve customer service, marketing and communications. From time to time we may contact you with information about products and services we thinking may be of interest to you where you have consented to the contacted for such purposes
- (3) We may also use your data, or permit selected third parties to use your data if you have consented do this.
- (4) We do not disclose information your identifiable individuals to your advertisers, but we may provide the aggregate information to help advertisers reach the kind of audience they want to target.

22. RULING LAW

- (a) The contract shall be governed by and construed in all respects in accordance with the Law of Scotland and the parties hereto submit to the exclusive jurisdiction of the Commercial.

23. SEPARATE AND SEVERABLE

Each Clause and Sub-Clause in these Conditions of Sale is separate and severable and enforceable accordingly.

Prestige
Fabrications Ltd.