

General Terms & Conditions of Sale

1. GENERAL

(1) "The Company" means Schlegel Building Products and "the Customer" means the person, firm or company to whom a quotation is addressed or whose order is accepted by the Company and "the goods" means the goods the subject of such quotation or order.

(2) All prices quoted by the Company are based upon these Conditions of Sale and reflect the limitations upon the Company's liability which they contain. Should any customer wish to contract with the Company otherwise than on the terms of such Conditions of Sale special arrangements can be made and a revised price quoted by the Company.

(3) In the absence of any such special arrangement (which shall not bind the Company unless made in writing and signed on the Company's behalf by a person duly authorised for that purpose) all quotations given and all contracts made by the Company and any additions or amendments thereto shall be subject to these Conditions of Sale which supersede and shall be taken to override any terms or conditions proposed or stipulated by the Customer.

(4) No agent or salesman of the Company has authority to give any guarantee or warranty on behalf of the Company or to transact business other than on the (unamended) terms of these Conditions of Sale.

2. LIMITS OF CONTRACT

No binding contract is created until an order is accepted by the Company and all prior correspondence or oral communications are to be regarded as superseded and not forming part of the contract. Prices quoted are subject to revision for errors and omissions at any time.

3. TECHNICAL DATA

All drawings, descriptive matter, price lists or advertisements, whether or not supplied with this quotation or tender are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of the contract. The Company offers its designs for the Customer's approval. Unless supplied or approved by the Company it undertakes no responsibility for sites or foundations, or for any framework or support, or for compliance with any local bye-laws or statutory regulations, or for the fulfilment of any special requirements which the customer may be bound to observe or fulfil.

4. TITLE

The implied undertakings as to title etc. set out in Section 12 of the Sale of Goods Act 1979 shall be express terms of the contract between the Company and the Customer.

5. PRICE

(1) Unless a quotation of tender has been submitted the price of the goods shall be the price ruling at the date of despatch notwithstanding any price specified in any order or order acceptance.

(2) If a quotation or tender has been submitted by the Company it will accept orders which are received within the time limit specified therein at the price stated in that quotation or tender.

(3) The price of the goods shall be subject to the addition of Value Added and other taxes and the cost of any special packing required by the Customer.

(4) Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer of any modifications made at the Customer's request may, at the Company's option, be charged to the Customer.

6. VARIATIONS TO SPECIFICATION

The Company reserves the right to substitute other components or materials of equivalent strength and quality when the components or materials specified are not readily available. Further the Company reserves the right to make modifications to any products without prior notice in the interests of technological improvements.

7. CUSTOMER'S PATTERN

(1) In the case of goods made specially or to the Customer's pattern the Company reserves the right to supply based on actual quantity produced subject to a variation of + / - 1 box and including part boxes (but full reels).

At no time after the manufacture of such special goods or the tools therefore is commenced can the Customer cancel an order.

(2) When the goods are made to the Customer's specification or pattern the Customer warrants that any designs drawings or similar information or any models specimens or similar articles provided to the Company are his own unencumbered property and will indemnify the Company against all and any costs expenses damages or penalties as a result of or in connection with any infringement or alleged infringement or any patent or design or any other right whether or not of the same nature as the foregoing in relation to which any third party may be entitled arising out of the use of any drawings designs specifications models or specimens or other information or articles furnished by or instructions given from the Customer. 2

8. DELIVERY

(1) Any time or date for the despatch or delivery of goods or for the completion of work whether specified in the Company's quotation or otherwise given by the Company shall be taken as an estimate made by the Company in good faith but shall not be binding upon the Company either as a term of the contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of failure to deliver within such time or by such date or in consequence of any other delay in delivery however caused.

(2) Unless otherwise agreed in writing delivery shall be made at the premises specified by the Customer. Subject to Condition 8(4) the risk in the goods shall pass to the Customer upon delivery.

(3) The Company may deliver the goods in instalments and invoice the Customer as if each instalment comprised a separate contract upon the terms of these Conditions of Sale.

(4) If delivery of the goods is delayed through any act or omission of the Customer, the Company may put the goods into storage at the Customer's risk and expense.

(5) All goods will be conveyed free except orders below the minimum level at the time of placing an order. Such minimum level having been notified to the Customer prior to the date of any such order.

(6) No allowance can be made for carriage where goods are collected from the Company's warehouse by the Customer or where goods are delivered to the Customer's local depot.

(7) No carriage will be paid by the Company on any goods sent by passenger train parcel post or by air unless the Company has accepted prior responsibility.

(8) The Company reserves the right to charge for pallets and other such containers.

9. LOSS OR DAMAGE IN TRANSIT

(1) The Company shall not in any event be liable for any loss of or damage to the goods whilst in transit unless written notice thereof is given to the Company by the Customer (a) in the case of loss or damage to goods delivered to the Customer within 3 days of the date of delivery or (b) in the case of goods not delivered within 7 days of the date upon which the Customer is notified that the goods have been consigned for delivery. Provided that if the Customer proves (i) that it was not reasonably possible for him to give such notice to the Company within the appropriate period and (ii) that notice was given within a reasonable time the Company shall not be entitled to rely on the time limits stipulated by this Condition.

(2) The Company shall not in any event be liable for any loss of or damage to the goods where the goods are transported by an outside freight carrier unless the Customer has complied in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

(3) Any liability which the Company may incur for loss of or damage to the goods whilst in transit shall in no case exceed the invoice value of the goods and in no circumstances shall the Company be liable for any indirect or consequential loss however caused.

10. PAYMENT

(1) Unless otherwise agreed in writing, all accounts shall be paid net at the Company's registered office on the 21st of the month following the date of invoice.

Cheques and money orders shall be made payable to or to the order of the Company.

Only the Company's official receipt will be treated as valid.

(2) The Company shall be entitled to charge interest on all overdue accounts at a rate of 2% per month on the outstanding balance.

(3) Notwithstanding Condition 10(1) the Company shall without prejudice to its other rights have the right by notice in writing to the Customer to demand immediate payment of all monies due from the Customer to the Company for any goods delivered at any time.

(4) If payment of any account shall not take place on or before the date for payment specified in Condition 10(1) or 10(3) (as appropriate) or if the Company's rights under Condition 12 shall become exercisable, any trade discount which the Company shall allow the Customer on the full quoted price shall forthwith cease to apply and the full quoted price shall be due and payable by the Customer to the Company.

11. PASSING OF PROPERTY

(1) The goods shall remain the sole and absolute property of the Company until such time as the Customer shall have paid to the Company the agreed price together with the full price of any other goods the subject of any other contract with the Company.

(2) The Customer acknowledges that the Customer is in possession of goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with the full price of any other goods the subject of any other contract with the Company.

(3) Until such a time as the Customer becomes the owner of the goods, the Customer will store them on his premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.

(4) The Customer's right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would enable any person to present a petition for winding up. The company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

(5) Subject to the terms hereof the Customer is licensed by the Company to agree to sell the Company's goods, subject to the express condition that such an agreement to sell shall take place as agents and bailees for the Company whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

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(6) If the Customer has not received the proceeds of any such sale, he will upon being called upon so to do by the Company, within seven days thereof assign to the Company all rights against the person or persons to whom the Customer has supplied the goods.

12. SUSPENSION OR CANCELLATION OF DELIVERIES

(1) If the Customer shall fail to pay to the Company on the due date any sum payable hereunder, or shall have a receiving order in bankruptcy made against him, or make any arrangement with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up the same, the Company may, without prejudice to its other rights, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Company and the Customer without any liability attaching to the Company in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.

(2) If the Customer cancels his order the Company shall be entitled to recover any loss sustained thereby from him.

13. GUARANTEE

The Company undertakes to repair or replace, at the option of the Company, any goods which are shown to be defective in materials or workmanship within twelve months of delivery.

Provided that the Company shall be under no liability under the said guarantee if (a) the Customer has not paid in full for the goods or (b) the Customer has executed or attempted to execute repairs or alterations to the goods which are not authorised by the Company or has failed in any other respect to adhere strictly to the terms hereof or (c) the Company has not been notified of any defect within one month of the defect becoming apparent.

14. EXCLUSION OF LIABILITY

(1) The Company's guarantee is provided by the Company and accepted by the Customer in substitution for all express or implied representatives conditions and warranties statutory or otherwise as to (a) the state quality fitness for purpose of performance of the goods and (b) the standard of the Company's workmanship and the state quality fitness or performance of any materials used in connection therewith and all such representations conditions and warranties are hereby expressly excluded.

(2) Except for any liability which it may incur for death or personal injury resulting from negligence the Company shall not be liable in any manner whatsoever whether in contract, in tort, in misrepresentation or otherwise for any consequential or other loss damage or injury however caused which may arise out of or in connection with the supply of goods to or the execution of any work for the Customer (including goods supplied and work executed under the said guarantee).

(3) The Company shall incur no liability howsoever arising by reason of the goods being defective in design.

(4) Should the goods be subjected to any process or processes after leaving the Company's premises then the Company shall have no liability in relation to these goods howsoever such a liability shall arise.

15. LIEN

The Company shall have a general lien in respect of all sums due from the Customer upon all goods to be supplied to such Customer or upon which work has been done on the Customer's behalf and, upon 14 days written notice to the Customer, may sell such goods and apply the proceeds towards the satisfaction of the sums due to the Company.

16. FORCE MAJEURE

If the performance of the contract by the Company shall be delayed by any circumstances or conditions beyond the control of the Company the Company shall have the right at its option (a) to suspend further performance of the contract until such time as the cause of the delay shall no longer be present or (b) to be discharged from further performance of and liability under the contract and if the Company exercises such right the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the Company.

17. SEVERANCE

If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such condition shall apply with such modifications as may be necessary to make it valid and effective.

18. "DEALS AS CONSUMER"

Nothing in these Conditions shall affect the statutory rights of a customer who in relation to the Company "deals as consumer" as defined in Section 12 of the Unfair Contract Terms Act 1977 or any amendment or modification thereof.

19. LEGAL CONSTRUCTION

This contract shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.