

**SMARTLOUVRE TECHNOLOGY LTD**  
**PENNER ROAD**  
**HAVANT**  
**HAMPSHIRE**  
**P09 IQZ**

**CONDITIONS OF SALE**

These conditions are embodied in all quotations and tenders by SmartLouvre Technology Ltd, and shall be deemed to be implied in, and form part of, contracts for the sale of goods made between the said SmartLouvre Technology Ltd, and their customer(s).

Any conditions endorsed on, or contained in a customer's order which are inconsistent with these conditions and are not specifically agreed to and acknowledged by SmartLouvre Technology Ltd, shall be deemed to be superseded and nullified by these Conditions of Sale.

**DEFINITIONS**

In these conditions (unless context otherwise requires), the following expressions shall have effect and convey the meanings set out alongside thereof:

| <b>Word</b> | <b>Meaning</b>   |
|-------------|--|
| Company     | SmartLouvre Technology Limited.                                |
| Customer    | The Person, Firm or Company purchasing goods from the Company. |
| Contract    | The Contract Of Sale between the Company and the Customer.     |

**CONSTRUCTION OF CONTRACT**

1. Any statement with respect to capacity, dimension, description or other detail given by the Company in any quotation, tender or estimate or communicated or made verbally and not expressly stated in the contract, shall be deemed to be for the guarantee of the Customer only and shall not be considered or implied as a condition of warranty governing, amplifying or enlarging the contract or to be deemed to be an express or implied item thereof.
2. In the case of a contract for the sales of a number of items, each item shall be deemed to be the subject of a separate contract.

**ACCEPTANCE OF OFFER**

3. Any offer made by the Company shall be deemed to be withdrawn unless accepted within thirty days from the date thereof. No acceptance of such offer shall be binding upon the Company and until such acceptance has been confirmed in writing.
4. Orders received by the Company and confirmed as previously mentioned cannot be rescinded or cancelled without the consent in writing of both parties and upon terms to be expressly agreed.

**DELIVERY AND ACCEPTANCE OF GOODS**

5. Prices shall be exclusive of all packing and delivery and shall be ex-works in one or more instalments as the Company may decide.

**DELAYS IN DELIVERY**

6. All undertakings given by the Company shall be subject to labour troubles, (direct or indirect) due to strikes, to lockouts, to Government orders and directions and to all other delays and restrictions beyond the control of the Company and the Company shall not be liable for any damages, (liquidated or un-liquidated), compensation or penalty as a result of delays caused as aforesaid.
7. The delivery time is quoted in good faith and every endeavour will be made to adhere to it but delays in delivery shall be no grounds for cancelling the contract. The time given for delivery is for despatch from the Company's works.

**PASSING OF RISK AND PROPERTY**

8. Risk, loss or damage to the goods shall pass to the Customer at time of delivery. The property in the goods shall not pass to the Customer until all sums due or owing to the Company by the Customer, or any account have been paid, and until payment the following provisions of this paragraph shall apply. Except where full payment is made in cash, the whole of the price shall not be treated as paid until any cheque or other instrument of payment given by the Customer has been met on presentation or otherwise honoured in accordance with its terms. If the Customer defaults in the punctual payments of any sum owing to the Company then the Company shall be entitled to the immediate return of all goods sold by the Company to the Customer in which the property has passed to the Customer and the Customer hereby irrevocably authorises the Company and its employees and agents to recover the goods and to enter the premises of the Customer for that purpose. Demand for or recovery of the goods by the Company shall not in itself discharge either the Customer's liability to pay the whole of the price and take delivery of the goods or the Company's right to sue for the whole of the price.

**PAYMENT**

9. Prices quoted and/or charged shall be Nett and payable 30 days from the date of invoice. Notwithstanding any quotation that may have been given in connection with the order, the price governing this contract shall be the price ruling on the day of despatch.
10. Failure on the part of the Customer to pay in accordance with the terms of the contract shall entitle the Company at its option to withhold further deliveries both in respect of the contract or series of contracts in question and any other contracts for the delivery of goods to the same Customer until such payment has been made, but the Customer shall in such event be liable to the Company for the cost of all material and work in connection with manufactured or partly manufactured articles acquired or made by the Company for the purpose of future deliveries to the customer less any allowance of the value thereof as realised or as utilised by the Company for other purposes.
11. Payment shall be made direct to the Company and the Company's official receipt shall be the only acknowledged discharge of any debt.

**INTEREST**

12. Interest will be charged at 1% above Bank of England rate with a minimum of 5% per annum on accounts overdue and shall be calculated from the due date to the date of payment.

**DEFECTIVE GOODS**

13. Every effort is made to ensure good material and sound construction but the Company gives no warranty of condition, express or implied of materials, workmanship or fitness of goods for any purpose other than that for which they were designed.
14. In the event of materials or workmanship of any part proving defective, excepting goods sold but not manufactured by the Company, the defective part shall be replaced free of charge upon the defective part being returned carriage paid within twelve months from the date of delivery. Except for such replacement the Company shall be under no liability in respect of, or consequent upon, any defective goods whether original or replaced, nor for any other expenses incurred or damages sustained by the Customer.

**LIQUIDATION OR BANKRUPTCY**

15. In the event of the Customer becoming bankrupt or going into liquidation (other than a voluntary liquidation for the purposes of reconstruction) suspending payment of debts or making any arrangement with the creditors, the Company shall be entitled by notice in writing, to determine the contract forthwith, without prejudice to its right to recover payment for all deliveries already made and for the cost of material and labour already expended for the purpose of future deliveries.

**ARBITRATION**

16. If any difference shall arise between the parties hereto touching upon the contract or any construction thereof or any cause herein or therein stated, or any matter in any way connected with the aforesaid contract or conditions, or the rights, obligations, debts or liabilities of either parties, or in the case of non-agreement, by an arbitrator to be appointed by the court: such arbitration shall be subject to the Arbitration Acts 1934 or any subsequent enactment in modification or substitution thereof.

**CONFLICT OF LAWS**

17. All contracts embodying these conditions and all proceedings arising out of such contracts shall be subject to and governed by the laws of England.