

GENERAL CONDITIONS OF SALE

The Buyer's attention is drawn in particular to the provisions of clause 7.

1. Basis of contract

- 1.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 1.3 The Order shall only be deemed to be accepted when Euroview issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 1.4 Any samples, drawings, descriptive matter or advertising produced by Euroview and any descriptions or illustrations contained in Euroview's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 1.5 A Quote for the Goods given by Euroview shall not constitute an offer. Euroview reserves the right to withdraw a Quote at any time.
- 1.6 Once an Order is accepted, the Buyer cannot cancel the Order. If the Buyer does cancel the Order, it shall be obliged to pay all costs reasonably incurred by Euroview as a result of processing the Order.

2. Goods

- 2.1 The Goods are described in the Specification.
- 2.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify Euroview against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Euroview in connection with any claim made against Euroview for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Euroview's use of the Specification. This clause 2.1 shall survive termination of the Contract.
- 2.3 The Buyer is responsible for ensuring that the Product Standards set out in the Quote are compatible with the Buyer's requirements.
- 2.4 Euroview reserves the right to amend the Specification if required by any applicable industry guidelines, statutory or regulatory requirement and amend the price accordingly. Euroview shall notify the Buyer in any such event.
- 2.5 Optical, dimensional, other physical properties and colour of the Goods are subject to Euroview's manufacturing specifications, tolerances, and/or standards, details of which are available from Euroview on request.

3. Delivery

- 3.1 Unless otherwise agreed, Euroview shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Euroview notifies the Buyer that the Goods are ready.
- 3.2 Delivery shall be completed either:
 - 3.2.1 on collection of the Goods by the Buyer from Euroview's premises; or
 - 3.2.2 when the Goods are free from all vehicle transit restraints and ready for unloading by the Buyer at the Delivery Location.
- 3.3 Where delivery is made to the Delivery Location:
 - 3.3.1 The Buyer shall promptly provide unloading facilities, and when the Goods are free from all vehicle transit restraints and ready for unloading, the Buyer shall unload the Goods promptly. The Buyer shall be responsible for any costs and expenses incurred by Euroview for any failure to comply with this clause 3.3.1.
 - 3.3.2 The Buyer is responsible for the unloading of Goods, and Euroview shall not be responsible for any damage to the Goods however caused. Any assistance provided by Euroview or its agents in respect of unloading is entirely at the Buyer's risk.
 - 3.3.3 The Buyer must inspect the Goods as soon as reasonably practicable (and in any event within 3 days of delivery). If the Buyer detects any defects in the Goods, it shall submit to Euroview a written notice of defect outlining the details of each defect on each individual item supplied. Euroview shall carry out an investigation within 14 days of receipt of written notice. If Euroview accepts that the Goods are defective, then it will at its sole discretion either replace any items free of charge, or credit the Buyer with the value of the affected Goods.
- 3.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Euroview shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide Euroview with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.5 If Euroview fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Euroview shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide Euroview with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.6 If the Buyer fails to accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or Euroview's failure to comply with its obligations under the Contract in respect of the Goods:

- 3.6.1 Euroview shall invoice the Buyer for the Goods, which shall be payable in accordance with clause 6.4; and
- 3.6.2 Euroview shall store the Goods until actual delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 3.7 Euroview may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel or withhold payment in respect of any other instalment.
- 3.8 If Euroview delivers more or less than the quantity of Goods ordered, the Buyer may not reject them.
- 3.9 The Buyer shall return all pallets, frames, stillages and all other distribution equipment (the **Distribution Equipment**) to Euroview within 28 days of the completed delivery. If the Buyer fails to return the Distribution Equipment, the Buyer shall be responsible for payment of replacement Distribution Equipment at the current market rates.
- 3.10 Any deposits paid by the Buyer in respect of the Distribution Equipment shall only be credited to the Buyer when the Buyer returns the Distribution Equipment to Euroview in good condition.
- 3.11 Euroview will not be responsible for any damages, costs or any other losses arising from the Buyer's use of the Distribution Equipment.

4. Quality

- 4.1 Euroview warrants that on delivery (or (where the Goods are stored by Euroview) on the original delivery date notified to the Buyer), and for a period of five (5) years from the earlier of the date of delivery or the original delivery date notified to the Buyer (the **Warranty Period**), the Goods shall:
 - 4.1.1 conform materially with any applicable Specification; and
 - 4.1.2 be free from material defects in design, material and workmanship.
- 4.2 Subject to clause 4.3, if during the Warranty Period:
 - 4.2.1 the Buyer gives notice in writing to Euroview within a reasonable time of discovery (and in the case of clause 4.1.3, within 3 days from the date of delivery) that some or all of the Goods do not comply with the warranty set out in clause 4.1;
 - 4.2.2 Euroview is given a reasonable opportunity of examining such Goods; and
 - 4.2.3 the Buyer (if asked to do so by Euroview) returns such Goods to Euroview's place of business at the Buyer's cost, and
 - 4.2.4 Euroview, at its discretion, accepts that the Goods do not comply with the warranty set out in clause 4.1, Euroview shall, at its sole discretion, repair or replace the defective Goods or refund the price of the defective Goods in full.
- 4.3 Euroview shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:
 - 4.3.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 4.2;
 - 4.3.2 the defect arises because the Buyer failed to follow Euroview'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;
 - 4.3.3 the defect arises as a result of Euroview following any drawing, design or specification supplied by the Buyer;
 - 4.3.4 the defect arises because the Buyer has ordered Goods with incorrect Product Standards;
 - 4.3.5 the Buyer alters or repairs such Goods without the written consent of Euroview;
 - 4.3.6 the defect arises due to circumstances outside the control of Euroview, such as (but not limited to) incorrect installation;
 - 4.3.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 4.3.8 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4, Euroview shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.5 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.
- 4.6 These Conditions shall apply to any repaired or replacement Goods supplied by Euroview.

5. Title and risk

- 5.1 The risk in the Goods shall pass to the Buyer on the completion of delivery.
- 5.2 Title to the Goods shall not pass to the Buyer until Euroview receives payment in full (in cash or cleared funds) for the Goods and any other goods that Euroview has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums (and any interest which has accrued).
- 5.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
 - 5.3.1 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as Euroview's property;
 - 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 5.3.4 notify Euroview immediately if it becomes subject to any of the events listed in clause 8.1.2 to clause 8.1.4; and

- 5.3.5 give Euroview such information as Euroview may reasonably require from time to time relating to:
- (a) the Goods; and
 - (b) the ongoing financial position of the Buyer.
- 5.4 At any time before title to the Goods passes to the Buyer, Euroview may require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 6. Price and payment**
- 6.1 The price of the Goods shall be the price set out in the Quote, or, if no price is quoted, the price set out in Euroview's published price list in force as at the date of delivery.
- 6.2 Euroview may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 6.2.1 any factor beyond Euroview's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 6.2.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 6.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give Euroview adequate or accurate information or instructions.
- 6.3 The price of the Goods:
- 6.3.1 excludes amounts in respect of value added tax (VAT), which the Buyer shall additionally be liable to pay to Euroview at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 6.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, and energy surcharge, which shall be invoiced to the Buyer.
- 6.4 Euroview may invoice the Buyer for the Goods on or at any time after the completion of delivery, or at such other time as agreed between the parties in writing. Time of payment of invoices shall always be of the essence.
- 6.5 Euroview may at its discretion require payment for goods in advance of delivery, and shall invoice the Buyer accordingly. Euroview shall not be obligated to deliver the Goods until cleared funds are received by Euroview. Euroview shall not be liable for any loss resulting from delayed delivery due to the Buyer's non-payment of such an invoice.
- 6.6 If the Buyer fails to make a payment due to Euroview under the Contract by the due date, then, without limiting Euroview's remedies under clause 8, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.8 Where Euroview identifies that the Buyer was undercharged in respect of an Order (undercharged here meaning that the invoice submitted to the Buyer was for sums less than the total due to Euroview under the Contract), Euroview shall be entitled to invoice the Buyer for the amount undercharged.
- 6.9 Payment by cheque is not accepted.
- 7. Limitation of liability**
- 7.1 Euroview has obtained insurance cover in respect of certain aspects of its own legal liability. The limits and exclusions in this clause reflect the insurance cover Euroview has been able to arrange and the Buyer is responsible for making its own arrangements for the insurance of any excess liability.
- 7.2 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 7.3.1 death or personal injury caused by negligence;
 - 7.3.2 fraud or fraudulent misrepresentation;
 - 7.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 7.3.4 defective products under the Consumer Protection Act 1987.
- 7.4 Subject to clause 7.3, Euroview's total liability to the Buyer shall not exceed the total charges paid under the Contract.
- 7.5 Subject to clause 7.3, the following types of loss are wholly excluded:
- 7.5.1 loss of profits;
 - 7.5.2 loss of sales or business;
 - 7.5.3 loss of agreements or contracts;
 - 7.5.4 loss of anticipated savings;
 - 7.5.5 loss of use or corruption of software, data or information;
 - 7.5.6 loss of or damage to goodwill; and
 - 7.5.7 indirect or consequential loss.
- 7.6 This clause 7 shall survive termination of the Contract.

8. Termination

- 8.1 Without limiting its other rights or remedies, Euroview may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- 8.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 8.1.2 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 8.1.3 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 8.1.4 the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 8.2 Without limiting its other rights or remedies, Euroview may suspend provision of the Goods under the Contract or any other contract between the Buyer and Euroview if the Buyer becomes subject to any of the events listed in clause 8.1.2 to clause 8.1.4, or Euroview reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, Euroview may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Buyer shall immediately pay to Euroview all of Euroview's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Euroview shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

9. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 90 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

10. General

- 10.1 Assignment and other dealings.
- 10.1.1 Euroview may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
 - 10.1.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent of Euroview.
- 10.2 Confidentiality.
- 10.2.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.2.
 - 10.2.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - 10.2.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 10.3 Entire agreement. The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on 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.
- 10.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 10.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 10.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 10.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.7 Notices. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to an email address provided by the other party.
- 10.7.1 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume.
- 10.7.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 10.8 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 10.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England.
- 10.10 Jurisdiction. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

11. Interpretation

- 11.1 Definitions:
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| "Conditions" | the terms and conditions set out in this document as amended from time to time in accordance with clause 10.4. |
| "Contract" | a contract between Euroview and the Buyer for the sale and purchase of the Goods in accordance with these Conditions. |
| "Force Majeure Event" | an event, circumstance or cause beyond a party's reasonable control. |
| "Goods" | the goods (or any part of them) set out in the Quote. |
| "Order" | the Buyer's order for the Goods, as set out in the Buyer's purchase order form, the Buyer's written acceptance of Euroview's Quote, or overleaf, as the case may be. |
| "Product Standards" | the product standards (in force at the time of entering into the Contract) as approved by The British Standards Institute, or other recognised industry standards defined and published by the Glass and Glazing Federation, 40 Rushworth Street, London, SE1 0RB or European standards. |
| "Quote" | the quote provided to the Buyer by Euroview. |
| "Specification" | any specification for the Goods, including any related plans, templates, and drawings, that is set out in the Quote, or otherwise agreed in writing by the Buyer and Euroview. |
- 11.2 Interpretation:
- 11.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 11.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 11.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 11.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.