

BPS Group.

Timber Engineering Europe Ltd
Advanced Timber Frame Ltd
Timber Developments Ltd
ATF -GB
Invincible Double Glazing Ltd.
Aluminium Trade frames

Timber Engineering Europe Ltd (Condition of sale - Prior to Agreement)

1.0 The Parties

1.1 In these conditions of Sale the following words shall have the meanings as described below:

"Company" shall mean Timber Engineering Europe Ltd incorporated under the Companies Act and all Subsidiaries or connected incorporated Companies as shown herein as BPS Group. "Customer" shall mean any incorporated body, firm or person seeking to purchase goods or services from the Company. "Goods" shall mean goods or materials in terms of a contract constituted in terms of clause 2 hereof.

1.2 These terms and conditions shall also apply to the following subsidiary and connected companies Advanced Timber Frame Ltd; ATF-GB; Timber Developments Ltd. Invincible Double Glazing Ltd; Aluminium Trade Frames and other subsidiary or connected companies shown on this and any other related documents.

2.0 The Contract

2.1 All quotations are made and offers by the Company to sell goods and offers by a Customer to purchase Goods are made and accepted only subject to these Conditions of Sale and no additions or alterations shall be made thereto unless specifically agreed to in writing by the Company, notwithstanding anything to the contrary contained in the offer to see, the offer to purchase or elsewhere.

2.2 All prices and or quotations made by the Company shall be construed as invitations to treat; they do not constitute offers but are indications made in good faith and are subject to variation or withdrawal without notice.

2.3 An offer to sell by the Company shall be subject to the Customers acceptance in writing and an offer to purchase by a Customer shall be subject to the Company's acceptance in writing. Any offer to sell or purchase and an acceptance comprise a Contract.

3.0 Alterations/Delays

3.1 Once a Contract has been concluded the Customer has no right to cancel or amend it. Any amendment or cancellation proposed by a Customer may be accepted by the Company in their sole discretion and on such conditions as they in their sole discretion decide. Any such acceptance shall be of no force and effect unless in writing.

3.2 In the event that a Contract is not so cancelled and the Customer informs the Company of a preferred delivery date of the Goods and the Company manufactures the Goods and informs the Customer that they are ready for delivery and the Customer refuses or delays in acceptance of the Goods to the effect that they have not been delivered and accepted within a period of two weeks following the date of the Company so informing the Customer, the Company shall be entitled under "The Late Payment of Commercial Debts (Interest) Act 1998" to invoice the goods and charge interest on the price thereof at Eight per centum above the advertised Base Rate for the time being from the date of expiry of the said period of two weeks until payment or until the Company exercises its right to rescind the Contract in accordance with sub-clause 3.3 hereof.

3.2 In the event the Customer having refused or delayed in acceptance of the Goods to the effect that they have not been delivered and accepted within three weeks following the expiry of the said period of two weeks then the Company shall be entitled to consider the Customer to have refused to implement his part in the contract and to rescind the Contract on giving prior written notice to that effect to the Customer.

3.3 In that event the Customer shall be liable to pay to the Company the whole price of the goods together with (a) any expenses properly incurred by the Company arising howsoever from the customers breach of Contract and (b) interest on the price at the said rate of rescission to the date of payment and (c) all fees or other charges necessarily or reasonably incurred by the Company as a result of the Customers breach of contract.

3.4 In calculating the period of time referred to in the preceding sub-clause, due account shall be taken of any delay attributable to the Company.

3.5 In the event of the Company so rescinding the Contract the terms of this clause will remain in effect.

3.6 The provisions of this clause are without prejudice to all other rights available to the Company in terms of these Conditions of Sale and otherwise on the Customer refusing to implement or delaying in implementing his part of the Contract.

3.7 The Company shall not be bound by any quotation, contract incorporating a quotation, statement of account or other containing an error or omission arising from a bona fide misinterpretation of the Customers instructions, or containing a typographical or clerical error whether by the company or by others.

4.0 Termination

4.1 The company shall have the right to terminate a Contract at any time following upon written notice to the Customer at his last known address in any of the following events:

- (a) If the Customer commits any breach, non-observance or non-performance of his obligations under the contract.
- (b) If the Customer is in arrears with any payment due under any other Contract with the Company.
- (c) If the Customer or any part of his property or assets is subjected to any form of diligence.
- (d) If the Customer becomes apparently insolvent.
- (e) If the Customer shall make or offer to make arrangements or composition with his creditors.
- (f) If the Customer being a Firm shall be sequestrated.
- (g) If the Customer being a Limited Company shall go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent Company for the purpose of amalgamation or reconstruction) or has a receiver or manager or administrative receiver appointed over all or any parts of its assets.
- (h) If the Company does terminate the Contract in terms of this clause they shall have no liability whatsoever thereafter to the Customer.

4.2 The Company shall always have the right to terminate the Contract in the event that they are not able to complete the scheduled works, as a result of the client's actions, negligence, non-payment, refusal, failure to accept delivery of goods or any other reason that prevents the Company from completing its obligations.

4.3 If the Company is obliged to terminate the contract as a result of 4.1 above the sum of money outstanding on document TDT 6 at the time, being the balance of the agreed contract sum, becomes immediately payable, upon service of the written notice by the Company to the Customer.

5.0 Price:

5.01 The Price in any Contract is exclusive of Value Added Tax where applicable, unless otherwise stated.

6.0 Failure to Pay

- 6.1 If the Customer fails to make payment of the Price or any part thereof on the due date for payment then without prejudice to any other right or remedy available to the Company, the Company shall be entitled but not obliged to treat the Customer as being in material breach of this and any other Contract between the Company and the Customer and to suspend any further deliveries to or collections by the Customer under any such other Contract and also to appropriate any payment made by the Customer under any such other Contract as the Company may think fit notwithstanding the identity or purpose given by the Customer to any such payment.
- 6.2 Final certification, documentation, calculation details will only be released to the Customer on receipt of full and final payment of the relevant account in cleared funds. The final account shall be deemed to be the sum of the money shown, plus the cost of any other work agreed after the execution of the agreement date.
- 6.3 In the event of non-payment, dispute or any other act which will delay the completion of the building for which the goods were intended, the Company reserves the right to remove the goods from site to a safe place and store the described goods until such a time as full payment has been received, whereupon the goods will be returned to the buyer in the same condition. The Customer shall be responsible for all costs relating to this operation, howsoever occurred.
- 6.4 We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.

Variation to Price

7.0 In the event of the cost to the Company of obtaining or delivering Goods or executing work in terms of a Contract being increased directly or indirectly by reason of any fluctuation in such costs or due to a change in currency exchange rates, alterations in tariffs or import charges or taxes, after the conclusion of a Contract or by any reason of incomplete instructions from the Customer, the Company shall be entitled to add a corresponding increase to the price stated in the Contract.

Defective Goods

8.0 In the event of any Goods or work done by the Company proving within six months following the date of delivery of the Goods or the work being done to be defective and the Customer having given written notice thereof to the Company within the said period of time, the Company will replace or at its own option repair such defective Goods or make such defective work subject always to the Customer allowing the Company access to the said Goods or work where required on reasonable notice being given, for the purpose of respectively inspecting and remedying and subject to the Customers removing all furnishings, carpets and others to enable the Company to conduct such inspecting and remedying as is necessary; under no circumstances will the Company be responsible for any damage caused to any such furnishings, carpets and others howsoever it shall have occurred. Such replacement or repair shall be the absolute limit of the Company's liability in regard to the said Goods and work.

8.1 In no circumstances shall the Company be liable to the Customer or any third party for inconvenience, Accident or injury, loss or damage howsoever arising save where the same shall relate to a personal injury or death and only then if the same shall arise out of the Company's negligence.

8.2 The Goods have been designed and manufactured only for use in a building constructed and completed in

accordance with the plans, drawings and specifications prepared or exhibited to the Company by the Customer or its Agents and the Company shall not be liable in any circumstances to the Customer or any third party for any loss, injury or damage arising from any failure or inadequacy of the Goods following structural alterations to the building into which they are incorporated, which have not received the prior written approval of the Company.

8.3 The Company shall not be liable in any circumstances for any loss or damage direct or indirect of whatever nature caused or arising by reason of any delays in completing work ordered by reason of late delivery of or any fault, failure or defect in any Goods supplied or in any work done or by reason of such Goods not being the type or quality ordered or for any other reason whatsoever.

8.4 In respect of Goods which are not manufactured by the Company, the Company gives no guarantee and accepts no liability beyond such guarantee or liability as is given or accepted by the actual manufacturers of such Goods.

8.5 The Company shall not be responsible for any fixing charges incurred by the customer arising from any Goods or work done proving to be defective and shall not be responsible for any additional overheads, administrative expenses, contractual penalties or other costs, claims and demands arising from the Customers obligations to any third party and due directly to any defect in the Goods supplied or work done by the Company. Building Consents

Drawings and Warranties

9.0 The Company will supply all drawings and specifications in connection with the Goods or work to be done by the Company. However it is the absolute and exclusive responsibility of the Customer to obtain all necessary grants of planning permission, building regulation warrants or any other consent necessary for the erection of the building, which is to incorporate the Goods.

Retention of Title to Goods

10.0 The Goods shall remain the absolute property of the Company until payment has been received from the Customer of all sums due in respect thereof by the Customer to the Company.

10.1 Until all such sums are paid in full the Customer shall:

- (a) Keep the Goods separate and distinct from all other property of the Customer and of third parties.
- (b) Not allow any interference with identification marks or serial numbers on the Goods
- (c) Store the Goods in such a manner that they can clearly be recognized as the property of the Company.
- (d) Keep the Goods in good and substantial repair and condition and without prejudice thereto keep all joinery in a dry place, properly stacked and not subjected to excessive heat or humidity and (e) Not incorporate the Goods into any building or otherwise fix them to the ground.

Signing Off (Customer Acceptance)

11.0 The Company will advise the Customer in writing within 48 hours of completion of the agreement (Completion Notice) that the work is to be completed by a specific date and the Customer agrees to inspect the completed works within 48 hours of the expiry of the completion notice and supply the Company with a note of any works which may require rectification. This note will be referred to as a snagging list

11.1 The Company will rectify all the items indicated on the snagging list and upon completion the Customer will accompany a servant, agent or sub-contractor to inspect the remedied works and immediately after the said inspection will execute form number TDT 8 which is supplied by the Company.

11.2 The Customer will be required to sign Quality Control Procedure (Form TDT 9) that is supplied by the Company on completion of the inspection, which certifies that all works required have been completed and will activate the invoice process for payment of all outstanding monies. Failure to sign this form will indicate that the building is still under the control of the Company or and other trades will not be permitted to occupy or otherwise use the building.

Delivery

12.0 The Company will use all reasonable endeavors to meet pre-arranged delivery dates and times but any such dates and times are to be treated as estimates only. If delivery is delayed for any cause whatsoever the Company will not be liable for any expense or loss sustained by the Customer or any other person in consequence thereof, nor shall any such delay entitle the Customer to rescind the Contract

12.1 Subject as aforesaid, the Customer shall accept delivery of the Goods at the place and on the date and time agreed; and without prejudice to any other provision in these Conditions of Sale, in the event of the Customer not so accepting the Goods, the Company shall still have the right to charge the Customer for any additional costs incurred for transport, storage, insurance or any other expense arising from the Customer refusing or not being prepared or for any other reason failing to accept delivery on the delivery date. Delivery of the Goods shall be deemed to have been effected when the goods have been delivered by the Company.

12.2 The Customer warrants that there is safe and immediate access to the site to which the Goods are to be delivered, from a hard metalled road surface with provision for a 180 degree turn by a vehicle and a 40 foot long trailer without risk of damage; the goods will be delivered to that part of the site nearest to the said road. The Customer will be liable to the

Company for any loss or damage sustained by the Company arising howsoever from any failure of the Customer in the foregoing warranty.

12.3 The Customer shall be solely responsible for the prompt unloading of the Goods and the provision of suitable labour and equipment. The Customer will reimburse the Company the cost of any waiting time beyond a reasonable off-loading period.

12.4 Unless otherwise expressly agreed in writing all deliveries made or work done by the Company at the Customer's request on Bank Holidays, Sundays or Saturday afternoons or outside the Company's normal working hours, will be subject to an extra charge.

Delay

13.0 The Company shall not be liable to the Customer for any delay or failure in their carrying out in part their obligations in terms of the Contract where such delay or failure is caused wholly or partly by Act of God, act of Customer delay in transportation, labour disputes, lock out, fire, flood, war or hostilities, civil strife, accident, Government action, breakdown of machinery, inability to obtain adequate labour, materials, manufacturing facilities or energy, reduction or stoppage of output at the works of makers of any goods or materials required or any other cause whatsoever beyond the control of the Company.

13.1 The Customer shall prepare the subject site to allow uninterrupted access for the duration of the contract and further attend to any request made by the Company which may affect the uninterrupted progress of the Company's activity on site within 24 hours of receiving notice of such requirement.

13.2 If the site activity of the Company is hindered by the Customer, his Agents, Servants or Sub-Contractors the Customer shall pay to the Company all reasonable costs for any delays and ongoing cessation of labour howsoever caused.

13.3 In any such case the Company will be released from any obligation to complete the Contract by a particular time, without prejudice to their right to recover from the Customer payment for Goods already delivered or for work already done.

Shortages/Defects

14.1 Unless the Customer notifies the Company in writing within three working days following the date of delivery, the Goods delivered shall be deemed to have been delivered, in accordance with the Contract, without shortage, damage, variation or defect.

14.2 In all cases where the Customer alleges there is a shortage, damage, variation or defect, the Company shall

be under no liability in respect thereof unless they are given a reasonable opportunity to inspect the Goods before any use is made of them or any alteration or modification is made to them by the Customer.

14.3 Subject to the foregoing the Company will make good any shortages, damages, variations & defects in the Goods and where appropriate shall collect and replace the same as soon as they are reasonably able to do so; otherwise the Company shall be under no liability whatsoever or howsoever arising from any such damage, shortage, variation or defect and in particular shall not be liable for any consequential loss howsoever arising to the Customer therefrom.

Risk

15.0 Notwithstanding clause 10 & 14 hereof all Goods shall be at the Customer's risk from the date of delivery.

Sub-Contractors

16.0 The Company has the right to sub-contract any order or part thereof.

Obligations

17.0 The obligation of the Company in terms of the Contract is to provide the Goods specified therein and under no circumstances will the Company be liable in any way for the default or failure of any sub-contractor employed by the Customer or any deficiency in or failure of the work carried out by any such sub-contractor.

Drawings

18.1 All drawings, plans, measurements and other particulars supplied by the Company are to be taken as approximately only. Minor deviation therefrom shall not invalidate the Contract or be made the basis of any claim against the Company.

18.2 Only such drawings, plans, measurements and other particulars as are specifically agreed in writing between 18.3 the Company and the Customer to form part of the Contract shall do so.

18.4 The descriptions and illustrations contained in the Company's catalogues, price list and other advertising material are intended to present only a general idea of the Goods described therein, and none of these shall form part of a contract.

Warranty

19.0 Any goods manufactured to the design or specification of the Customer or his agents or to details taken off plans and/or drawings supplied by the Customer will unconditionally, fully and effectively indemnify the Company in respect of any claims, costs or expenses, losses or demands resulting therefrom including the infringement or alleged infringement of any patent copyright, design, trademark or any other industrial or intellectual property rights resulting from the Company's use of such design or specification.

19/2. Copyright

20.0 All drawings, plans, specification and other written technical material forming part of the Company's quotation or supplied in connection with the Contract shall remain the property of the Company and it shall not be copied or disclosed to third parties without prior written consent of the Company.

20. Miscellaneous

20.0 The Company may vary, alter or modify the specification of the Goods to incorporate materials or workmanship of a similar quality to that specified if materials and workmanship are not available or for any reason beyond the control of the Company.

20.1 The schedule of works shall be the whole extent and no other works can be undertaken by the Company its servants agents or sub-contractors, unless a second or subsequent schedule is agreed in writing between the Company and the Customer. Any such agreed schedule is deemed to be a continuation of the current agreement

20.2 The Customer is deemed to be fully conversant with the nature and performance of the Goods including any harmful, hazardous or dangerous effects resulting from their use or miss-use and shall not be reliant in any way upon the advice, skill or judgment of the Company or its servants, agents or employees, who are not authorized to make any representations whatsoever concerning the Goods other than those confined in writing by the Company.

20.3 To the extent that the Goods incorporate any goods or services supplied by a third party to the Company and that that third party validly excludes, restricts or limits its liability to the Company in respect of these goods, or services or in respect of any loss or damage arising in connection therewith, the liability of the Company to the Customer in respect of such goods or services shall be correspondingly excluded, restricted or limited. The Company shall be bound to deliver details of any such exclusion, restriction or limitation on being requested by the Customer to do so.

20.4 In no circumstances shall the Company be liable to the Customer in damages or otherwise howsoever arising out of, or in connection with the Contract or the Goods.

20.5 If any term or any provision hereof shall be held, in whole or in part, or to any other extent, to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part hereof and the enforceability of the remainder hereof shall not be effected.

20.6 A contract between the Company and a Customer and these Conditions of Sale shall be construed and receive effect in accordance with the Laws of England.

21. Payment Terms

21.0 The payment terms are shown on the schedules and shall become due immediately on request.

21.1 All payments shall become due immediately on receipt of any pro-forma invoice issued by the Company as agreed on the payment schedule which forms part of the acceptance of the contract.

21.2 Failure to make payments in accordance with clause 22.1 will result in withholding further supplies and documentation due from the Company to the Customer until the sums invoiced have been received in cleared funds

21.3 Overdue accounts will attract interest at 8% above the UK bank base rate and is payable on all balances unpaid within the above payment terms

21.4 All invoices are deemed to be in Sterling unless otherwise stated.