



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email: office@fgparker.com

CONDITIONS OF SALE

1. Definitions

In these conditions

“the Seller” shall mean F G Parker & Co Ltd

“the Buyer” shall mean the person, firm or company to be supplied with Goods pursuant to the Contract:

“the Order” shall mean the Buyer’s order for Goods:

“the Contract” shall mean the contract between the Seller and the Buyer for the sale and purchase of the Goods:

“the Goods” shall mean the goods supplied by the Seller to the Buyer pursuant to the Contract:

2. Application of Conditions

These conditions of sale apply to all contracts between the Seller and the Buyer. They shall apply in place of, and prevail over, any other terms or conditions, whether contained or referred to in the Order, or in correspondence or elsewhere, or implied by trade, custom, practice or course of dealing. Any purported provisions to the contrary are excluded or extinguished.

3. Formation of Contract

A Contract shall only come into existence upon the Seller’s written or oral acceptance of the Order or on delivery of the Goods. A quotation given by the Seller does not constitute an offer and the Seller may withdraw or revise a quotation at any time before the Seller’s acceptance of the Order. No Order shall be binding upon the Seller unless or until acceptance.

4. Delivery Dates

Delivery dates mentioned in any quotation, Order, acknowledgement of Order, or elsewhere are approximate only and not of any contractual effect. The Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates.

5. Delivery

5.1 All Orders must state the place of delivery of the Goods and where a period is named for delivery the Buyer shall take delivery within that period. Delivery shall take place when the Goods are delivered to the place of delivery. The Buyer shall collect the Goods from the Seller’s premises within 7 days of the Seller notifying the Buyer that the Goods are ready for collection and delivery shall take place when the Goods are loaded onto the collection vehicle provided by the Buyer or its agent

5.2 If the Buyer refuses or fails to take delivery of the Goods tendered in accordance with the Contract:

5.2.1 the Seller shall be entitled to immediate payment in full for the Goods so tendered.

5.2.2 the Seller shall be entitled to store at the risk of the Buyer any Goods of which the Buyer refuses or fails to take delivery.



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email: office@fgparker.com

- 5.2.3 the Buyer shall in addition to the purchase price pay all costs of storage and any other costs incurred as a result of the refusal or failure to take delivery.
- 5.2.4 the Seller shall be entitled at the end of 1 month from the date upon which the price became payable to dispose of the Goods in such a manner as the Seller may decide, without affecting any rights the Seller may have against the Buyer for breach of contract or otherwise.
- 5.3 Where the Buyer collects, or arranges collection of the Goods from the Seller's premises it shall do so at its sole risk except for death or personal injury caused by the Seller's negligence.

6. Instalment Deliveries

The seller shall be entitled to deliver the Goods by instalments. Any failure or defect in delivery of any one or more instalments, or delay in delivery of any one or more instalments, shall not entitle the Buyer to cancel the Contract for any instalments already delivered or to be delivered in the future. Each instalment shall be paid for separately under these conditions as a separate contract.

7. Risk

Risk in the Goods shall pass to the Buyer upon delivery or 3 days after the Seller notifies the Buyer that the Goods are available for collection, whichever first occurs.

8. Price

All prices are subject to change without notice. The price charged for the Goods will be that ruling on the date of delivery. Unless otherwise specified. VAT and any other tax or duty payable by the Buyer will be added to the price.

9. Payment

Payment of invoices shall (unless otherwise agreed in writing) be made in full without any deduction or set-off within the period specified in each case of the date of invoice and time shall be of the essence. Any extension of credit allowed to the Buyer may be changed or withdrawn at any time. Interest shall be payable on overdue accounts at the rate of 2% per month and will accrue from day to day from the due date for payment until receipt by the Seller of the full amount whether before or after judgement. In addition the Buyer shall reimburse the Seller for any expenses reasonably incurred by the Seller in the collection of overdue payments. Without affecting any other remedies of the Seller, any failure by the Buyer to make payment in full when due shall entitle the Seller to withhold further deliveries under the Contract or any other contract with the Buyer and to make further deliveries subject to such conditions as to payment as the Seller may decide are appropriate.

10. Property

10.1 The Goods shall remain the Seller's property until the Buyer had paid for them in full. Until that time the Buyer shall hold them as bailee and store them in such a way that they can be identified as the Seller's property.



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email: office@fgparker.com

- 10.2 Although the Goods remain Seller's property until paid for they shall be at the buyers risk from the time of delivery and the Buyer shall insure them against loss or damage accordingly.
- 10.3 The Buyer's right of possession of the Goods shall cease if:
 - 10.3.1 the Buyer has not paid for the Goods in full by the expiry of any credit period allowed by this contract
 - 10.3.2 the Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement
 - 10.3.3 a receiver, administrative receiver, liquidator or administrator is appointed in respect of the Buyer's business
- 10.4 On cessation of the buyer's right to possession of the Goods the Buyer shall at his own expense make the Goods available to the Seller and allow the Seller to repossess them
- 10.5 The Buyer grants the Seller, his agents and employees an irrevocable licence to enter any premises where Goods are stored in order to repossess them or inspect them at any time

11 Variations

The Seller shall be treated as having fulfilled its contractual obligation in respect of any delivery though the quantity may be to more or less than the quantities specified in the contract within the parameters usually permitted by the practices of the trade. In that event the Buyer shall pay for the actual quantity delivered.

12 Specifications

Unless expressly agreed in writing by the Seller all drawings, designs, specifications and particulars of weights and dimensions put forward to the Seller in promotional material or otherwise are approximate only and the Seller shall have no liability in respect of any deviation from them.

13 Liability

The Seller shall not be liable to the Buyer:

- 13.1 for shortages in quantity delivered, unless the Buyer notifies the Seller and any carrier concerned in writing to them within 3 days of receipt of the Goods:
- 13.2 for damage to or loss of Goods or part of a consignment in transit (where the Goods are carried by the Seller's own transport or by a carrier on behalf of the Seller), unless the Buyer notifies the Seller and the carrier (if any) in writing of any claim within 3 days of receiving the Goods or the scheduled date of delivery is earlier.
- 13.3 for other defects in the Goods unless the Goods are returned to the Seller at the Buyer's expense and risk within a reasonable time of receipt of the Goods by the Buyer or, where the defect would not be apparent on reasonable inspection, within a reasonable time of delivery.
- 13.4 Notwithstanding any guarantee period declared by the Buyer in respect of finished products manufactured and/or supplied by the Buyer in which the Seller's



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email: office@fgparker.com

component parts are used, the Seller only guarantees the component parts for such period as is reasonable in each case

14 Warranty

- 14.1 Subject to Clause 11 (Variation in Quantities) and 13 (Limitation of Liability) the Seller warrants that it will make good any shortage or non-delivery, and/or as appropriate and as its options, replace, or repair any Goods found to be damaged, or which are defective by reason of faulty materials or workmanship.
- 14.2 All other conditions warranties and representation expressed or implied by statute, common law or otherwise in relation to the Goods are excluded and the Seller shall be under no liability to the Buyer for any loss (including consequential or economic loss), damage, or injury, direct or indirect, resulting from any fault in, fault of or unsuitability for any purpose of the goods, whether caused by breach of contract, misrepresentation, negligence or otherwise (except that liability for death or personal injury caused by the Seller's negligence is not excluded)
- 14.3

The warranty guarantees that our products (cabinets, doors, Profiles, cornice, rails and other cabinet parts) will be free from faults or defects in workmanship and materials for 2 Years it is automatically active from the date of receiving the goods.

The warranty only applies:

Products purchased and used within the United Kingdom.

To Products manufactured by F G Parker Limited. It does not apply to other accessories, worktops, Splash backs, Upstands, handles or doors supplied. If you are unsure as to what is meant by "Products" please speak to a member of the F G Parker and co LTD management team whom will clarify this.

To the person who purchased the products. It is not transferrable to any other person or persons or businesses or individuals who purchased the cabinets as a consumer for private use, not to businesses, companies, partnerships or sole traders;

All products used within the environment intended by their design, for example kitchen cabinets used within a kitchen and bedroom cabinets used within a bedroom.

The warranty does not cover:

Items purchased by the buyer from the seller which are manufactured by another manufacturer; For example handles etc.

Any damage caused or contributed to by poor, faulty or incorrect use, installation or maintenance

Any damage caused or contributed to by events outside F G Parker and co control including but not limited to Acts of God, fire, Floods, leaks or any other circumstance not the faulty or doing of F G Parker and Co

Damage or colour deterioration caused or contributed to as a result of normal wear and tear; damage caused or contributed to by wilful damage, abuse, mistreatment, negligence, and abnormal storage or environmental conditions and children or animals.



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email:office@fgparker.com

To file a claim please contact F G Parker and CO in writing addressed to The Factory 20 east road Bridport, Dorset DT6 4AA

Please note that we will not deal with or pay for the removal of defective product (or parts) and it is your responsibility to collect replacement items from F G PARKER AND CO Limited and the defect must be agreed by F G PARKER and CO LTD before any replacement will be provided.

Installation of any repaired or replacement product will not be F G Parkers and co Ltd responsibility.

While every effort is take to prevent them, minor defects will be an occurrence in the product (small chips/slight scratches these are part of the manufacturing process and must be accepted within reason.

This warranty is subject to the jurisdiction of the courts of England and Wales, and any dispute or claim arising out of, or in connection with it or its subject matter, shall be governed by, and construed in accordance with English law.

15 Licences and Consents

If any licence or consent of any government or other authority is required for the acquisition, carriage, use or re-sale of the Goods by the Buyer, then the Buyer shall obtain this at its own expense and if necessary provide evidence of this to the Seller. Failure to do so shall not entitle the Buyer to withhold or delay payment of the price. If any additional expenses or charges are incurred by the Seller resulting from the Buyer's failure to obtain any requisite consent, these shall be for the Buyer's account.

16 Withdrawal of Products

The Seller will normally give prior warning of the withdrawal of a product or product line but is not under any legal obligation to do so. The Seller cannot guarantee continuity of supply of any particular product or product line.

17 Confidentiality of Technical Information

All knowhow samples, models, designs and drawings relating to the Goods or their development or creation are strictly confidential and shall remain the property of the Seller (whether or not commissioned by the Buyer). The Buyer shall not copy, use or disclose them or any part of them, without prior written consent of the Seller.

18 Industrial Property

18.1 The Seller has no actual knowledge of any infringement of patent, or any other industrial property right, likely to result from the sale or use of the Goods. The Seller shall bear no liability for the infringement of any patent, or any other industrial property right, caused by the use of Goods in combination with other articles or materials or in any process not supplied by the Seller.

18.2 the Buyer shall notify the Seller immediately of any claim made or action brought against the Buyer for infringement of patent, or any other industrial property right, by the Seller, and the Seller shall be at liberty with the assistance of the Buyer (but



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email: office@fgparker.com

the Seller's expense) to conduct all negotiations for the settlement of any litigation which may arise.

19 Trade Marks

- 19.1 The Buyer shall make sure that any trade mark of the Seller, or other words or marks affixed to or used in relation to the Goods are not obliterated, obscured or omitted without the Seller's prior written consent.
- 19.2 The Buyer shall not add, affix or use any additional words, marks to, or in relation to, the Goods without the Seller's prior written consent.
- 19.3 The Buyer shall not process or alter the Goods without the Seller's prior written consent.

20 Samples and Descriptions

- 20.1 The providing by the Seller of samples for analysis by the Buyer, or the inspection of samples by the Buyer, shall not render any sale a sale by sample.
- 20.2 No guarantee, or warranty, is given that supplies will correspond exactly to the description or sample. The use of a description or sample shall not constitute the Contract a sale by description or sample or a sale by sample and description.

21 Material supplied by Buyer

- 21.1 Any materials or other property supplied by the Buyer to the Seller for the purposes of the Contract shall be held by the Seller at the risk of the Buyer and the Buyer shall remain responsible for insurance.
- 21.2 Notwithstanding any other of these conditions, the Seller accepts no liability for defects in the Goods caused directly or indirectly by any materials or property supplied by the Buyer.

22 Tolerance

The Seller shall be entitled to claim reasonable tolerances in respect of the Goods and reserves the right to make adaption to Goods supplied by it due to technical developments. The Seller gives no condition or warranty that the Goods are fit for any particular purpose for which the Buyer may require them. The Buyer shall satisfy itself before ordering the Goods that the goods are fit and suitable for the purpose for which the Buyer requires them.

23 Insolvency and Default

If the Buyer:

- 23.1 shall convene a meeting of its creditors or
- 23.2 shall be the subject of a proposal for a voluntary arrangement within Part 1 of the Insolvency Act 1986, or
- 23.3 shall be the subject of any other proposal for any composition scheme of arrangement with, or assignment for, the benefit of its creditors, or
- 23.4 shall be unable to pay its debt within the meaning of section 123 of the Insolvency Act 1986, or
- 23.5 shall have a trustee, receiver or administrative receiver or similar officer appointed in respect of all or any part of its business or assets, or
- 23.6 shall be subject to a petition presented for its winding up or for the making of an administration order, or



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email: office@fgparker.com

- 23.7 shall cease to carry on, or shall threaten to cease to carry on, its business or any substantial part of its business, or
- 23.8 shall convene a meeting, or be the subject of a meeting convened, for any of the foregoing purposes, or
- 23.9 shall commit any breach of the Contract or any contract between the Seller and the Buyer

The Seller may without affecting any of its other rights stop any Goods in transit and/or suspend further deliveries and/or by notice in writing to the Buyer immediately end the Contract.

24 Force Majeure

Notwithstanding any other of these conditions, the Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct, or indirect, result of the supply of Goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control including (but not limited to):

- 24.1 act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, or
- 24.2 difficulty or increased expense in obtaining labour, materials or transport, or other circumstances affecting the supply of Goods or of raw materials by the Seller's normal course of supply, or the manufacture of the Goods by the Seller's normal means, or the delivery of the Goods by the Seller's normal route or means of delivery

25 Waiver

Failure by the Seller to enforce or exercise any of its rights shall to be treated as a waiver of any rights of the Seller nor operate so as to bar the exercise or enforcement of them at any later time

26 Notice

Any notice shall be treated as properly given is sent by pre-paid first class post or email to the party concerned as its last known address. Notices sent by first class post shall be deemed to have been given on the next weekday after the day of despatch and notices sent by email shall be deemed to have been given on the day of despatch.

27 Sub-contracting

The Seller reserves the right to sub-contract the whole or any part of the Contract

28 Assignment

The Buyer shall not assign or purport to assign any Contract without the prior written consent in writing of the Seller

29 Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

30 Disputes

Any disputes which arise between the Seller and Buyer in respect of the Contract or its subject matter will be referred to the arbitration and final decision of a person to be agreed



PROFILE WRAPPED MOULDINGS IN PAPER AND PVC

The Factory, 20 East Road, Bridport, Dorset, DT6 4AA

Tel ++ 44 (0) 1308 422987 Fax: ++ 44 (0) 1308 458257 Email:office@fgparker.com

between the Seller and Buyer to act as arbitrator or failing agreement within 14 days after either party has given to the other written request to concur in the appointment of an arbitrator a person to be appointed on the request of Either party by FIRA INTERNATIONAL LTD

31 Product Safety

- 31.1 Without limiting obligations otherwise imposed on the Buyer by these Conditions or at law, the Buyer must promptly communicate to the Seller all information held by or reasonably available to it regarding product safety risks directly or indirectly connected with the Goods or their use.
- 31.2 The Buyer must also take such steps as may be reasonably necessary to enable the Seller to comply with applicable safety requirements and regulations in relation to the Goods.