

APL TERMS AND CONDITIONS OF SALE (9.24) – CONTRACT OF SUPPLY

GENERAL NOTES – IMPORTANT – FOR ALL PRODUCTS SUPPLY

0.4 Liner: Maximum 4 .1metre length – particular care required in unloading and handling
Openings: Should co-ordinate/align with the external profile/panel – pitch/module
Factory Formed Mitre corners – Contact suitable specialist fabricator of your choosing (eg Format Architectural Ltd (T) 01384 891 441) for profiled wall sheets – you to order direct from fabricator as required — recommended max 500mm long wings to each side but fabricator to advise
b) Site Assembled Mitre Corners – contact APL for detailed assembly including 45° cuts and GEX/FF details
c) Generally add minimum 100 mm to each side to allow for tolerances and cutting but this is to be confirmed by your fabricator
d) Material for mitred corners should be rolled concurrently with the main material and corners fixed on site concurrently with the main adjacent sheeting. The Company’s current recommendations for installation and assembly should be referred to and followed – please request.
Flashings: a) Should be ordered from us at the same at the same time as the coated materials to ensure colour compatibility and to maintain our warranty conditions b) GE Fin Details: E/O costs as required + see current APL flashing price list
Datum Details: Please request typical assembly details for assistance
Different batches -Where materials, natural finish or coloured are required to be supplied from different batches, they may show toning differences between batches.
Part L + J (SC0) Regs: APL complete insulated system assemblies fully comply Calculations for non-standard details/assembly(ies) can be supplied
Fixings + sealants - We recommend the use of austenitic (304) stainless steel for the fixing of all external roof and wall materials including "wet areas" (eg panel track); for external thru' fix wall profiles as low profile type with lacquered coloured heads + washers as sheet colour(s) as specification requirements. Additional requirements/specifications when in marine environment. All available from Architectural Profiles Ltd
Tolerance - All thicknesses, cover widths and lengths stated are nominal and due allowance must be made in the Purchaser’s requirements for manufacturing and production tolerances. The Company will not accept any liability for any intolerances, however caused.
Quantities/ Measure - Modules/dimensions shown are not of our origination and should be checked by you for your use/application. Quoted rates, prices, specifications, and quantities herein shall not be construed as relating to or complying with any method of measurement, specification, bills of quantities, drawings or other like documents, whether or not directly relating to the project which is the subject of the enquiry.
Coatings - Unless stated otherwise all external coating/finishes etc. are based on non-marine environments
Cut Edges - In marine and/or heavily polluted environment locations, ensure that all flashings ordered have return edges as lock seam type - also all sheet and flashing edges are to be treated with Becker Coatings 310/0685 or similar - lacquer edge protection to be carried out on site.
Unloading - A crane and nylon slings must be used for the offloading of all materials at all times. Any damage caused during the off-loading process will be the customer's responsibility.
Storage - All stored materials must be laid to allow free air to circulate the materials/packs and laid at a suitable angle to allow moisture to promptly drain off - materials must be covered/protected at all times prior to installation
Delivery - Should it become necessary to invoke any clause of our Terms and Conditions of Sale - Contract of Supply, we will advise you as soon as possible and in any event prior to delivery.
Metal(s) - Steel and aluminium material quoted is manufactured and coated to European standards. Galvanised Steel - White rust may occur under various climatic and temperature conditions. This is not a defect in the product but a chemical reaction common to all plain galvanised steel. This Company accepts no responsibility should this occur, nor any direct or indirect costs in its removal from the surface. Information on removal can be provided on request. Mill finish Alu - As this is a natural material, please note that there is likely to be a visual difference in weathering to the various sheet surface(s) during and until full natural weathering oxidation takes place over a period of years
Credit a) Credit is on a per project basis, subject to APL director approval, approval of our Insurance Indemnity Companies and can be withdrawn at any time. Previous credit account does not automatically result in future credit account. Your first order should be accompanied by two trade references and Bankers reference. Proforma payment will be required for the first order before the order is processed. b) Once a credit limit has been set and an account opened, the limit may only be exceeded when authorised in writing by an officer of the Company and subject to the approval of our Insurance Indemnity Companies.

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1. DEFINITIONS

In these Conditions the following terms shall have the following meanings that is to say:

- (a) "Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- (b) "Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 21.
- (c) "Contract" means the contract between the Seller and the Purchaser for the sale and purchase of the Goods in accordance with these Conditions.
- (d) "Delivery" means the delivery of the Goods as set out in clause 7.
- (e) "Force Majeure Event" means an event, circumstance or cause beyond a party's reasonable control.
- (f) "Goods" means the articles or things or any of them described in the tender quotation or acknowledgement to which these Conditions are attached. References herein to "the Goods" includes any part or instalment of the Goods, with the necessary changes.
- (g) "Order" means an order placed by the Purchaser for the sale and/or supply of the Goods.
- (h) "Purchaser" means the party in contract with the Seller under these Terms and Conditions.
- (i) "Seller" means Architectural Profiles Ltd (registered in England and Wales with company number 01640903).
- (j) "in writing" shall include hand-written, typed or printed documents, by all other forms of electronic transmission, but shall exclude fax.

2. GENERAL

- 2.1 These Conditions shall govern the contract between the Seller and the Purchaser. It is a condition of these Conditions that the contract between the Seller and the Purchaser shall incorporate the tender quotation and any document referred to therein including but not limited to the General Notes and is to be read in addition to and in conjunction with these Conditions.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Seller shall not be bound to any terms and conditions which vary from or are in conflict with these Conditions save as varied by the written agreement of an Officer of the Seller.
- 2.3 The Order constitutes an offer by the Purchaser to purchase the Goods in accordance with these Conditions. The Purchaser is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.4 No Order shall be deemed to be accepted by the Seller until it confirms the Order in writing or notifies the Purchaser that the Order is ready for collection.
- 2.5 These Conditions are available on our website (http://www.archprof.co.uk/downloads/APL_Gen_Notes_T&Cs_of_Sale_&Contract_of_Supply.pdf)
- 2.6 The Seller may amend these Conditions from time to time and each version of the Conditions supersedes the previous version.

3. PRICE

- 3.1 The Seller reserves the right to alter any quoted price for the Goods up to and including Delivery.
- 3.2 The quoted price may be subject to variation as a result of:
 - (i) changes in the quantities and/or material specifications upon which the original quoted prices were calculated;
 - (ii) additional costs incurred by the Seller in the procurement, manufacture and delivery of the Goods subsequent to the quotation or acknowledgement of order and prior to Delivery;
 - (iii) storage of the Goods by the Seller after Delivery;
 - (iv) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (v) any request by the Purchaser to change the delivery date(s), quantities or types of Goods ordered;
 - (vi) any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Seller adequate or accurate information or instructions; or
 - (vii) any other circumstance delaying Delivery.
- 3.3 The Seller undertakes to notify the Purchaser in writing of any variation to the quoted price.
- 3.4 All prices quoted are exclusive of, but subject to, value added tax (VAT), which the Purchaser shall additionally be liable to pay to the Seller at the prevailing rate.

4. VALIDITY OF QUOTATION

Any quotation for the Goods submitted by the Seller shall be subject to clause 2.4 and open for acceptance by the Purchaser in writing within the period stated in the quotation from the date of its issue, failing which the quotation shall lapse.

5. SAMPLES AND SPECIFICATIONS

- 5.1 Unless otherwise agreed in writing any samples provided are to be regarded as type samples and the complete conformity of the Goods delivered to the samples is not guaranteed. Any samples supplied shall remain the property of the Seller and must be returned to the Seller within fourteen days or paid for at the Seller's option.
- 5.2 The Purchaser warrants that it has ordered the Goods with full knowledge of the limitation and restrictions required by the European Technical Specification(s) relevant to the Goods at the time of manufacture. The Seller shall not be liable for any damages whatsoever arising from the use of the Goods otherwise than within the limitations and restrictions set out in such Specification(s) unless this clause is specifically amended by agreement in writing between an authorised officer of the Seller and the Purchaser.
- 5.3 Any drawing, brochure, photograph or other material provided by the Seller illustrating the Seller's products and/or possible applications or installation details of the same shall be deemed to have been provided for guidance only which shall not comprise a warranty of any kind by the Seller, and the Purchaser shall be deemed to be satisfied that products ordered from the Seller meet the requirements of the Purchaser.

6. COPYRIGHT

- 6.1 Any drawing and/or technical document delivered by either of the

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parties to the other party shall remain the property of the delivering party and the receiving party shall not improperly use or reproduce it or bring it to the knowledge of a third party.

- 6.2 The Purchaser shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of any work done in accordance with the Purchaser's requirements or use of materials provided by the Purchaser under the Contract between the Seller and the Purchaser for actual or alleged infringement of any third party's intellectual property rights.

7 DELIVERY

7.1 The Seller shall ensure that:

- (a) Each delivery of the Goods is accompanied by a delivery docket that shows the date of the delivery, the type and quantity of the Goods (including the part number of the Goods, where applicable), and, if the Goods are being delivered by instalments, it may also show the outstanding balance of Goods remaining to be delivered but may not be the case in all instances; and
- (b) If the Seller requires the Purchaser to return any packaging materials to the Seller, that fact is clearly stated on the delivery docket. The Purchaser shall make any such packaging materials available for collection at such times as the Seller shall reasonably request. Returns of packaging materials shall be at the Seller's expense.

7.2 Delivery means any of the following:

- (a) the arrival of the Goods ready for unloading at the address stipulated in the Purchaser's Order as the address for delivery of the Goods or, if no address is stipulated therefore, to the address of the Purchaser as shown in the Purchaser's Order;
- (b) confirmation in writing by the Seller to the Purchaser that the Goods are held in store pending collection by the Purchaser; or
- (c) confirmation in writing by the Seller to the Purchaser that the Goods are ready to be delivered and are held in storage pending the Purchaser advising the Seller of a date for sending the Goods.

7.3 The Seller will provide reasonable notice to the Purchaser of the estimated time of delivery of the Goods.

7.4 The Purchaser, its servants or agents shall sign the delivery/consignment dockets upon delivery of the Goods. The absence of any such signature shall not negate the delivery of the Goods as previously notified by the Seller.

7.5 Delivery is completed on the completion of unloading or loading, as the case may be, of the Goods in accordance with clause 7.2.

7.6 The Seller 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 Purchaser to cancel any other instalment.

7.7 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Purchaser's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.8 If the Seller fails to deliver the Goods, its liability shall be limited to the

costs and expenses incurred by the Purchaser in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller 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 Purchaser's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.9 If the Purchaser fails to take or accept delivery of the Goods within thirty (30) calendar days of the originally requested delivery date, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the Business Day after the originally requested delivery date;
- (b) the Seller may at its option, store the Goods at the Purchaser's risk until actual physical collection takes place, and charge storage costs as set out in clause 25 and all other related costs and expenses (including insurance); and/or
- (c) the Seller may, at its sole discretion, resell or otherwise dispose of part or all of the Goods and charge the Purchaser for any shortfall below the price of the Goods. For the avoidance of doubt, the Purchaser shall remain liable for the price of the Goods and all storage costs and all other related costs and expenses, as set out in clause 7.9(b), until the Goods have been resold or otherwise disposed of or collected in accordance with clauses 7.9(b) and (c).

8 RISK

Risk in the Goods shall pass to the Purchaser upon Delivery in accordance with clause 7.2 or deemed delivery in accordance with clause 7.9(a) if the Purchaser fails to take or accept delivery of the Goods within thirty (30) calendar days of the originally requested delivery date.

9 QUANTITY

Any variation between the quantity or description of the Goods ordered and the quantity or description delivered shall not entitle the Purchaser to refuse to accept Delivery but the Seller shall remain liable to make Delivery of any balance of the Goods in accordance with clause 7 within a reasonable time.

10 QUALITY

10.1 The Seller warrants that the Goods are of good and satisfactory quality at the time of Delivery.

10.2 The Purchaser may reject any Goods delivered to it that do not comply with clause 10.1, provided that:

- (a) the Purchaser notes any defect or damage to the Goods in writing on the delivery docket on the date of Delivery;
- (b) notice of rejection is given to the Seller within three Business Days of Delivery; and
- (c) none of the events listed in clause 10.4 apply.

10.3 If the Purchaser fails to give notice of rejection in accordance with clause 10.2, it shall be deemed to have accepted the Goods.

10.4 The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 10.1 in any of the following events:

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- (a) the Purchaser makes any further use of the Goods after giving notice in accordance with clause 10.2;
- (b) the defect arises because the Purchaser failed to follow the Seller's oral or written instructions for the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the Purchaser not having suitable and correct handling or offloading equipment for Goods ordered or incorrectly using handling or offloading equipment when dealing with the Goods;
- (d) the defect arises as a result of the Seller following any drawing or specification supplied by the Purchaser;
- (e) the Purchaser alters or repairs the Goods without the written consent of the Seller; or
- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.

11 SELLERS LIABILITY FOR DAMAGED OR DEFECTIVE GOODS

11.1 Subject to clause 10.4, if:

- (a) the Purchaser rejects the Goods under clause 10.2;
- (b) the Seller is given a reasonable opportunity of examining such Goods; and
- (c) the Purchaser (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Purchaser's cost,

the Seller may at its option and as quickly as circumstances reasonably permit either remedy the damage or defect or deliver new Goods in exchange for the Goods that are damaged or defective at the Seller's expense.

11.2 In the event of any breach of express, implied or statutory warranty by the Seller or in the event of any other claim against the Seller in respect of the Goods supplied that are damaged or defective neither the Purchaser nor any third party shall be entitled to recover from the Seller any damages whatsoever save in relation to personal injuries or death.

11.3 Except as provided in clause 10 and this clause 11, the Seller shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in clause 10.1.

11.4 These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

12 PAYMENT

12.1 The Seller may invoice the Purchaser for the Goods on or at any time after the completion of Delivery.

12.2 The Purchaser shall pay each invoice submitted by the Seller:

- (i) within thirty (30) days of the date of the invoice or in accordance with any credit terms agreed by the Seller and confirmed in writing to the Purchaser; and
- (ii) in full and in cleared funds to a bank account nominated in writing by the Seller.

12.3 In the event that Delivery of the Goods takes place in instalments, the Seller shall invoice the Purchaser for each installment of the Goods and the Purchaser shall pay each invoice submitted by the Seller within thirty (30) days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by the Seller.

12.4 Time for payment shall be of the essence of the Contract.

12.5 If the Purchaser fails to make a payment due to the Seller under the Contract by the due date, then, without limiting the Seller's remedies under clause 18, the Purchaser 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 12.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

12.6 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).

12.7 Notwithstanding clause 12.5, if the Purchaser fails to make payment for an instalment of the Goods the Seller may, without limiting the Seller's remedies under clause 18, refuse to deliver any further instalment of the Goods until payment is made in full and cleared funds plus any interest accrued in accordance with clause 12.5.

13 LIABILITY FOR LOSS OR DAMAGE

13.1 Nothing in the Contract limits any liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that legally cannot be limited.

13.2 In any event and notwithstanding anything contained in these Conditions the Seller shall not under any circumstances be liable to the Purchaser in contract or tort including but not limited to negligence or statutory duty or otherwise howsoever and whatever the cause thereof for:

- (i) any increased costs or expenses;
- (ii) loss of any revenue, profits, savings, contracts, business; or
- (iii) any special, indirect or consequential damage of any nature whatsoever.

13.3 In any event the Seller's liability under these Conditions shall in no circumstances exceed the value of the Purchaser's Order unless the Seller's liability is in respect of a part or instalment of the Goods in which event the Seller's liability shall in no circumstances exceed the proportionate value of the Purchaser's Order of that part or instalment of the Goods.

13.4 The Seller shall be entitled to set off against any monies due to the Purchaser in respect of any breach by the Seller of the contract between the Seller and the Purchaser on these Conditions any sums due to the Seller from the Purchaser in respect of any other agreement between the Seller and the Purchaser whether or not the same incorporates these Conditions.

13.5 Save by prior written agreement, the Purchaser shall not be entitled to set off against any monies due to the Seller any claim by the Purchaser against the Seller in respect of the contract between the Seller and the Purchaser on these Conditions or any other agreement between the Seller and the Purchaser whether or not the same incorporates these Conditions.

14 RETENTION OF TITLE

14.1 Title to the Goods shall not pass to the Purchaser until:

- (a) the Seller receives payment in full (in cash or cleared funds) for all the Goods; and for other goods that the Seller has supplied to the Purchaser

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14.2 Until title to the Goods has passed to the Purchaser, the Purchaser shall:

- (a) hold the Goods as bailee for the Seller;
- (b) store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Seller's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) take all reasonable care of the Goods and keep them in a reasonable position;
- (e) without prejudice to the Seller's rights under clause 17, notify the Seller immediately if it becomes subject to any of the events listed in clause 17;
- (f) provide the Seller such information concerning the Goods as the Seller may request from time to time; and
- (g) give the Seller such information as the Seller may reasonably require from time to time relating to:

- (i) the Goods; and
- (ii) the ongoing financial position of the Purchaser.

14.4 At any time before title to the Goods passes to the Purchaser, the Seller (or its agents) may:

- (a) retake, sell or otherwise deal with or dispose of all or any part of the Goods in which title remains vested in the Seller, whether such Goods are fixed or unfixd or not irrevocably incorporated into another product;
- (b) require the Purchaser to deliver up all Goods in its possession or irrevocably incorporated into another product and if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.

15 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.

16 INSURANCE

The Purchaser shall keep the Goods comprehensively insured against all risks for their full price from the date of Delivery wherever the Goods are kept or stored and shall be responsible for keeping the Goods in good condition.

17 INSOLVENCY OF THE PURCHASER

If prior to Delivery the Purchaser becomes subject to any of the events listed in clause 18.1(b) to clause 18.1(d), the Seller may elect not to deliver the Goods other than against payment in cash of the purchase price of the Goods in full.

18 TERMINATION

18.1 Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Purchaser if:

- (a) the Purchaser commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy

that breach within seven (7) calendar days of that party being notified in writing to do so;

- (b) the Purchaser 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;
- (c) the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Purchaser'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.

18.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods or the release of any materials under the Contract or any other contract between the Purchaser and the Seller, and immediately withdraw the Purchaser's credit account if the Purchaser becomes subject to any of the events listed in clause 18.1(b) to clause 18.1(d), or the Seller reasonably believes that the Purchaser is about to become subject to any of them, or if the Purchaser fails to pay any amount due under this Contract on the due date for payment.

18.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Purchaser if the Purchaser fails to pay any amount due under the Contract on the due date for payment.

18.4 On termination of the Contract for any reason the Purchaser shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Purchaser immediately on receipt.

18.5 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.

18.6 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.

19 GOVERNING LAW AND JURISDICTION

These Conditions and the Contract between the Seller and the Purchaser shall be governed by and construed in accordance with English law and the Seller and the Purchaser both agree to submit to the exclusive jurisdiction of the English courts in respect of any claim, dispute or matter arising under, or in connection with, or in any way related to, these Conditions and the Contract between the Purchaser and the Seller, save only that "Scottish" shall be substituted for "English" herein if the Purchaser is resident in Scotland.

20 SEVERABILITY

If any term, clause, sub-clause or provision or any part thereof in these Conditions shall be held to be illegal or unenforceable under any enactment or rule of law such term, clause, sub-clause or provision or part thereof shall to that extent be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions shall not be affected.

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21 VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22 WARRANTIES GUARANTEES AND CALCULATIONS

Where it is agreed in writing that the Seller shall provide warranties and/or guarantees and/or structural, thermal, gutter calculations etc in relation to the Goods supplied, it shall be a condition of supply that any such warranty, guarantee or calculation(s) may be lawfully withheld subject to the Seller receiving full and final payment in respect of all Goods supplied, all outstanding invoices paid in full and payment of all costs incurred by the Seller in order to receive monies for all invoices. No partial warranties will be issued. This clause does not affect the Purchaser's statutory rights. In the event that any such warranty, guarantee or calculation is provided prior to final payment, the Seller reserves the right to withdraw any such guarantee or warranty subject to final payment of the Goods in full (in cash or cleared funds).

23 RETURN OF GOODS

The Seller may accept the return of some Goods but this is at the Seller's discretion. If Goods are accepted for return, there will be a minimum 40% re-stocking charge (charged on the higher of the current item price or price at time of Delivery) plus the cost of collection.

24 BULK ORDERS

- 24.1 Subject to clause 24.2, in the event that the Purchaser makes a bulk Order of Goods, the Order shall in no event be cancellable by the Purchaser.
- 24.2 In the event that the Purchaser cancels the bulk Order, the Seller reserves the right to charge the Purchaser a sum equal to 100% of the value of the Goods listed in the bulk Order.
- 24.3 Where individual Goods are not specified in the bulk Order, the Seller shall charge the Purchaser a sum that is subject to the Seller's pricing and communicated to the Purchaser.
- 24.4 Where a bulk Order is placed with Goods and part or all of the Goods are subsequently delivered by the Seller to the Purchaser, the Seller shall issue an invoice for the total value of the bulk Order no later than six (6) months from the Purchaser's originally requested delivery date, unless otherwise agreed between the parties in writing.

25 STORAGE COSTS

The Seller will charge a **minimum** of £25 per 500LM of material per calendar day for storing materials more than 30 calendar days from the Purchaser's originally requested delivery date. In the event that any storage costs are charged, all outstanding invoices must be paid before release of Goods from storage. All Goods under storage remain the property of the Seller.