

Conditions of Sale of SKG (London) Ltd, Trading as EOS

Section 1 General

All contracts ("Contracts") entered into, with SKG (London) Ltd, trading as EOS ("EOS") with customers ("Customer") for the supply of goods ("Goods") are subject to these Conditions of Sale ("Conditions"). All other terms and conditions are excluded.

Section 2 Contract

2.1 Acceptance of your order by EOS will be issued to the Customer upon full payment being received.

2.2 Completion of the contract between EOS and the Customer will take place on dispatch of your order unless notification is issued that your order has not been accepted.

2.3 All documents, material and information issued by EOS as well as all samples, technical data, instructions, prototypes, drawings and similar are the property of EOS along with the intellectual property in the same which shall not, without EOS's written consent, be published or made available to third parties.

Section 3 Delivery and liability for performance

3.1 Deliveries of Goods shall a) be to the agreed location, b) be deemed to take place and the risk of damage to or loss of the Goods shall pass to the Customer, on arrival at the location. If the Customer is unable to take delivery on the date and/or time agreed risk in the Goods will pass to the Customer which will be deemed to have been delivered and EOS may store and insure the Goods at the Customer's expense.

3.2 EOS shall use reasonable endeavours to meet dates or times of delivery but shall not be liable a) at all for late delivery or b) for delay in, or non-performance of, obligations resulting from industrial action, trade disputes, government actions, breakdown in manufacturing machinery, failure of suppliers or events beyond EOS's reasonable control.

Section 4 Complaints and Warranty

4.1 On delivery of Goods the product must be examined and (prior to parting with Goods) defects must be notified by the Customer in writing and where practicable, without damaging packing.

4.2 Subject to this section, EOS warrants that Goods will be free from material defects for a period of 10 years from the time that risk in them passes to the Customer. The glass panes are only subject to a warranty period of 10 years from the day of production as stamped on the spacer track of the pane. EOS shall have no liability for such defects if the Customer does not notify these immediately in writing to EOS when the defects are or should have been discovered. EOS shall have no liability for defects which a) are notified outside the warranty period or b) which were or should have been discovered as part of the Customer's examination of Goods upon their delivery.

4.3 In the event of a breach of warranty EOS shall at its option as soon as reasonably practicable take such steps to render such Goods in accordance with such warranty or supply new or equivalent or at its option to refund the whole or a proportionate part of such sums paid in respect of the defective Goods. The Customer undertakes to return the defective Goods to the original kerb side delivery location. EOS will incur any delivery charges and the Customer undertakes to bear all other costs (e.g. labour, installation, dismantling, connecting, scaffolding etc.)

4.4 EOS shall be entitled to suspend its warranty obligations until such time as the Customer has paid all sums due to EOS.

4.5 EOS shall be under no liability under this warranty for defects arising from fair wear and tear, non-maintenance, installation or commissioning, accidental or wilful damage, negligence, failure to follow EOS's instructions or recommendations (whether written or oral), or misuse or alteration or repair of Goods without EOS's prior written approval or any of the above with respect to such items or parts of buildings (e.g. doors and windows) with which the Goods are connected or interact.

4.6 Any Goods replaced will belong to EOS and any repaired or replacement Goods will be warranted on these terms for the unexpired portion of the 10 year period.

Section 5 Liability and Exclusion of Liability; Product Liability

5.1 EOS does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

5.2 Subject to section 4 and clause 5.1, all representations, warranties and conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.

5.3 Subject to clause 5.1, in no circumstances shall EOS be liable to the Customer, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or earnings (including interest on monies withheld by a third party) or for any special, exemplary, liquidated or consequential damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with any

Contract for the supply of Goods or their use or resale (if applicable) by the Customer.

5.4 In the event that notwithstanding these Conditions EOS is found liable to the Customer liability under this Contract or otherwise shall in no event exceed the price paid for the Goods under the relevant Contract.

5.5 Where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

5.6 The parties hereby confirm no term of the Contract shall or shall purport, to confer on any third party any right to enforce any term for the purposes of the Contracts (Rights of Third Parties) Act 1999.

Section 6 Retention of Title

6.1 Notwithstanding the passing of risk in the Goods to the Customer, Goods shall remain EOS's and EOS shall retain title and ownership until it has received cleared payment in full in respect of (a) all sums due to EOS for the Goods which are the subject of the Contract and (b) all other sums which may become due to EOS from the Customer under any other contract or on any account.

Section 7 Cancellation

7.1 EOS will only agree to cancellation on condition that all costs and expenses incurred by EOS up to the time of cancellation and all loss of its profits and other loss or damage resulting to the company will be paid forthwith by the Customer.

Section 8 Price and Payment

8.1 The price for the Goods is stated on EOS's website and/or Order Acknowledgement. Unless otherwise stated Value Added Tax and other duties, charges or expenses are payable.

8.2 Unless otherwise stated, full payment is required up front. For customers with a credit account, the time for cleared payment for the Goods is 30 days from the date of the invoice unless otherwise agreed in writing.

8.3 EOS reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 as an alternative to Section 8.2.

8.4 Without agreement in writing the Customer may not a) set off or withhold any payment due to EOS or b) assign the Contract or any of its part.

Section 9 Governing Law and Disputes

9.1 The Contract shall be subject to English law and the English courts.

9.2 Disputes or differences arising under or in relation to the Contract may be referred at any time to adjudication by serving on the other a written notice setting out the nature and a brief description of the dispute and the nature of the redress or the remedy sought. Any adjudication shall be carried out pursuant to the Model Adjudication Procedures published by the Construction Industry Council current at the time of the reference. The Adjudicator shall be agreed or at the option of either party the nominating body shall be the Royal Institute of Chartered Surveyors.

9.3 The provisions of these Conditions are independent of each other, and the invalidity of any provision or portion shall not affect the validity or enforceability of any other provision. If any part of these Conditions is held by any court or tribunal of competent jurisdiction to be void, illegal or unenforceable then it shall be deemed to be severed from these Conditions, the remaining provisions of which shall continue in full force and effect.