

PROLUX

SYSTEMS LTD

Terms & Conditions of Sale

Conditions Applicable

1. These Conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
4. Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a principal or duly authorised senior employee of the Company.

Miscellaneous

1. The Company will carry out all installations with the minimum amount of disturbance to the Buyer's property including plasterwork, roughcasting etc but will not be held responsible for repairs to such if damage occurs as a result of the installation.
2. The Company or its servants will NOT be responsible for structural defects in the property before or during the installation.
3. If necessary the Buyer shall at his/her own expense remove or re-site prior to installation any gas, electrical, telecommunication, cable television or plumbing installations and connections, alarms, door bells and all other such appliances and arrange for their relevant service provider to re-site any such equipment.
4. The Company undertakes to restore the surroundings to the doors and/or windows to a sound and weatherproof condition following installation, but the Company does not undertake to restore or match the state of decorative repair where this has been unavoidably disturbed during installation.
5. The company requests that you clear, to at least one metre, any moveable objects from in front the windows/doors on the day of installation. If this is not done in preparation, and it causes the



installation team to have to wait, the installation time may run over and additional charges will apply.

6. Where applicable, the Goods supplied by the Company are constructed from fire retardant materials to British Standards, however, it is the Buyer's responsibility to ensure that such materials comply with any current regulations, statutory or otherwise relevant to their individual property.
7. "Adjustments" to the Goods and any minor remedial work, e.g. loose screws, loose handles, hinge adjustments, etc, will be carried out free of charge for a maximum period of two years from date of purchase. Thereafter, the Company reserves the right to charge a fee for such services, which will be agreed with the Buyer prior to any work being commenced.
8. Accuracy of Information - This information is given in good faith. It is subject to change without notice. We are not responsible for any inaccuracies, make no representation and give no warranty as to its accuracy.

Glass

1. The Company shall not be liable for any claims arising from distorted vision, optical phenomena such as Brewster's fringes, cosmetic blemishes, minor abrasions or similar imperfections due to glass manufacturing processes outside the control of the Company.
2. The Buyer will not be entitled to reject units incorporating toughened glass which, viewed from certain angles and in certain light conditions will show the inherent physical but unobtrusive coloured stained effect.
3. Glass is hermetically sealed double glazed units which will comply with the Visual Quality Standard of the Glass and Glazing Federation issued September 1981 relating to glass generally (or any approved standard which succeeds it). In particular:-
 - Transparent glass used in the manufacture of sealed units is identical to that used traditionally for single glass and will therefore have a similar level of quality.
 - Both panes of the sealed units shall be viewed from the room-side at a distance of not less than two metres, in natural daylight, and not in direct sunlight. The area to be viewed will be the normal vision area, with the exception of a 50mm wide band around the perimeter of the unit.
 - Flat transparent glass shall be deemed acceptable if the following are neither obtrusive nor bunched:- hair lines or blobs, fine scratches not more than 25mm long, minute embedded particles. Obtrusiveness of blemishes shall be judged by looking through the glass and not at it, under normal lighting conditions as described in the point above.
4. The Company gives no warranty concerning the incidences, prevention or elimination of condensation on double glazed units after installation of the Goods and no agent or employee of the Company has authority to give such a warranty.
5. All glass used is the best commercially obtainable but the Company cannot guarantee against any imperfection or variation inherent in the glass making process.



Delivery and Acceptance

1. The Company shall arrange for the carriage of the Goods to the Buyer's address or such other address as may be mutually agreed between the Company and the Buyer. The cost of carriage and any insurance is included in the Price. The carrier shall be deemed to be the Buyer's Agent.
2. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
3. The Company may deliver the Goods by separate instalments.
4. Where applicable a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of Goods indicated on the advice sheet.
5. The Buyer shall afford the Company an opportunity to inspect the Goods. The Buyer shall notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with description or sample within 24 hours after delivery/installation (time being of the essence) following delivery/installation of the Goods. Failing timeous notice, the Buyer shall be deemed to have accepted the Goods, and the Goods shall be conclusively presumed to be in accordance with the Contract, and free from any defect or damage that would be apparent on reasonable inspection.
6. The dates and times for delivery/installation of the Goods are provisional only and whilst the Company will use its reasonable endeavours to comply with any such dates and times, no guarantee is given that these will be achieved. Notwithstanding that the Company may have been delayed in delivery of the Goods (or any of them), the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within two months after the Delivery Date.
7. Where the Buyer unjustifiably rejects any Goods, then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or alternatives, or the failure by the Company to supply Goods which conform to the Contract.
8. After delivery of any Goods (including any double glazed units) to be installed, the Buyer will be responsible for their safekeeping and should make sure that they have adequate insurance against any damage or loss which may occur to those Goods.

Goods Description and Variations

1. The quantity and description of the Goods will, at the time of delivery of the Goods, correspond to the description of the order placed.
2. The Company may carry out from time to time without notice to the Buyer, minor alterations, improvements in the construction or design, specification, materials or manner of manufacture of the Goods, which do not materially affect the quality or fitness for the purpose of the Goods.
3. Whilst the Company believes that all specifications, illustrations, performance data and other information contained in any drawings, catalogues, advertisements or other documents supplied by the Company are as accurate as reasonably possible, they do not constitute a description of the Goods and shall not be taken to be representations made by the Company and are not warranted to be accurate.

