

SYNSEAL EXTRUSIONS LTD

CONDITIONS OF SALE

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("**Goods**") listed on our website [www.synseal.com] ("**our site**") to you. Please read these terms and conditions carefully before ordering any Goods from our site. You should understand that by ordering any of our Goods, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Goods from our site

Our site is only intended for use by people resident in the "Serviced Regions". In Europe the Serviced Regions are Belgium, Denmark, Germany, Estonia, Finland, Great Britain, Ireland, Iceland, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, European part of Russia, Sweden, Slovakia and Czech Republic. We do not accept orders from persons outside those countries. Some restrictions are placed on the extent to which we accept orders from specific countries. Please discuss your requirements with us before ordering Goods from us. The profile products and Goods (including the profile elements of any bespoke Products) are only suitable for use in the Serviced Regions and should not be used or resold for use outside the Serviced Regions. See Warranties and excluded warranties in clause 13

By using our site you agree for us to track your use of our service, buying habits, details, and IP address when using our online ordering system, to enable us to improve the service we provide.

In these terms and conditions of Sale, 'The Company' or 'us' means Synseal Extrusions Limited; 'The Customer' or 'you' means the person, firm or company who enters into the contract to purchase Goods;

'The Goods' means the goods which the Company is to supply to the Customer.

1. STATUS AND RULING CONDITIONS

1.1 Any contract made with the Company is subject to these terms unless these terms are excluded or varied by express written agreement made by the Company & Customer. In particular the Customer shall offer to order the goods from the Company upon these terms and any conflicting terms of business of the Customer shall have no effect.

1.2 By placing an order through our site, you warrant that:

1.2.1 The Customer is legally capable of entering into a binding contract

1.2.2 The Customer is resident in one of the Serviced Countries;

1.3 In relation to a Customer holding a ledger account with the Company:

- 1.3.1 The Customer is responsible for notifying the Company from time to time of the identities of the Customer personnel who are authorised (or who are no longer authorised) to access the Customer account on our site; and
 - 1.3.2 We will ensure contacts' details are maintained and updated in a timely manner upon receipt of such notification from the Customer.
 - 1.4 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products the Customer purchases from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are excluded by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We may disclose your customer information to a third party seller.
2. PRICE
- 2.1 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to any factor beyond the control of the Company including but not limited to increases in the cost of raw materials. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an invoice
 - 2.2 The price of any Goods will be as quoted on our site from time to time, except in cases of obvious error
 - 2.3 Our site contains a large number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our site may be incorrectly priced. We will normally verify prices as part of our order procedures so that, where an item's correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to a Customer. If the correct price of Goods is higher than the price stated on our site, we will normally, at our discretion, either contact the Customer for instructions before dispatching the Goods, or reject the order and notify the Customer of such rejection. The Company is under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you a Order Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing
 - 2.4 All prices are unless otherwise stated net of VAT ex works.
3. PAYMENT
- 3.1 Orders for United Kingdom Customers without a ledger account are accepted if payment for all Goods is made in advance by credit or debit card. We accept payment with Visa Credit, Mastercard, Visa Debit, Solo, Maestro and Electron/Delta.
 - 3.2 Ledger accounts (where applicable) are opened subject to approval of references and at the sole discretion of the Company. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with

other businesses. We may also make enquiries about the directors and or owners of the business with a credit reference agency. We will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit.

- 3.3 In the case of ledger accounts (where applicable) unless otherwise agreed by the Company in writing, the terms of payment shall be made (without deduction or set-off) within 28 days following the month in which the Goods were dispatched or would have been dispatched save for postponement otherwise than due to default on the part of the Company, but if default is made in the payment of any one invoice these credit terms shall cease to apply and the Customer will become immediately liable for all sums outstanding.
- 3.4 The Company shall be entitled to submit its invoice to ledger account Customers at any time save that where delivery has been postponed at the request of or by the default of the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid. These credit terms may be withdrawn or amended at the discretion of the Company at any time and without notice to the Customer.
- 3.5 Where Goods are delivered by instalments to ledger account Customers the Company may invoice each instalment separately and the Customer shall pay invoices in accordance with these terms.
- 3.6 In relation to Goods which are Portal structures (which will be labelled as Portal structures on any plans and quotation) then payment of the relevant price shall be made as follows:
 - 3.6.1 30% of the price shall be payable on placement of an order;
 - 3.6.2 40% of the price shall be payable on signing off by the Customer of any detailed manufacturing plans and drawings prepared by the Company; and
 - 3.6.3 30% of the price shall be payable 5 days prior to delivery of the Portal structure ex-works.
- 3.7 No disputes arising under the Contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
- 3.8 The time for payment for the Goods or any instalment shall be of the essence. In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and the Company reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 after as well as before judgement until payment in full is made.
- 3.9 The method of payment for overseas Customers will be agreed by the Company in writing prior to confirmation of the order.

3.10 Any credit terms extended by the Company shall cease on any change in the legal status of the Customer. Any change in the legal status of a Customer must be notified to the Company in writing signed by a director or proprietor. Credit terms will only be reinstated by the Company following such a change at the Company's sole discretion and confirmed by the Company in writing signed by a director of the Company.

4. ORDERS and HOW THE CONTRACT IS FORMED

4.1 After placing an order, you will receive an order receipt via our site from the Company acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to the Company to buy Goods. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail or fax that confirms that the order has been placed (the "Order Confirmation"). The contract between us ("Contract") will only be formed when we send you the Order Confirmation.

4.2 The Contract will relate only to those Goods whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Goods which may have been part of your order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation

4.3 All orders are accepted subject to the following conditions;

4.3.1 All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing.

4.3.2 If any statement or representation upon which the Customer relies has been made to the Customer other than in the Order Confirmation the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

4.3.3 The Company supplies its Goods in pack quantities and will levy a surcharge of 15% of the price of the Goods for any quantity ordered which does not correspond to the standard pack quantity for those Goods.

4.3.4 For profile deliveries the Company will allocate a delivery day to the Customer and the Company will, subject always to clause 6.1, expect three working days between receipt of order and delivery. For example: Main order received by 1900 hours Monday and any addition by 1200 noon Tuesday (UK Time) will, subject always to clause 6.1, be delivered Thursday and so on. Any addition received after 12 noon Tuesday (UK time) may be processed for delivery at the Company's discretion but will attract a 15% surcharge on the price of the Goods.

4.3.5 Orders for Conservatory roof kits (if available on the product list on the site) will be processed and delivered in five working days provided that the Customer's delivery day coincides.

- 4.3.6 The Company will only accept orders for conservatory roof kits or complete conservatories (if available on the product list on the site) on receiving a signed order confirmation from the Customer, this order confirmation shall constitute acceptance by the Customer both of these terms and conditions and of the contract price.
 - 4.3.7 The Company will only accept orders for Portal structures (which will be labelled as Portal structures on any plans and quotation) on receiving a signed order confirmation (including individually signed preliminary plans or drawings) from the Customer, this order confirmation shall be affirmation of acceptance by the Customer both of these terms and conditions and of the contract price.
 - 4.3.8 Processing, construction and delivery times for Goods which are bespoke products or Portal structure orders will vary according to the nature of the item/structure and a provisional time estimate will where possible be specified in the relevant order confirmation.
 - 4.3.9 Delivery times may be extended in the case of bank holidays or statutory holidays and during the Christmas period.
- 4.4 In relation to Portal structures:
- 4.4.1 The Company may (at a cost to be agreed) comment on what site surveys are desirable but the commissioning and specification for any survey is the responsibility of the Customer;
 - 4.4.2 If the Company carries out any survey for the Customer this will be at the Customer's cost;
 - 4.4.3 Initial structural calculations (based on a specified design only) shall be provided to the Customer;
 - 4.4.4 In the event that the Company agrees (at the Customer's cost) to provide a member of staff to attend on site during installation of a Portal structure, then the role of such person is to provide outline guidance only on erection of the Portal structure. For the purposes of clarification the Company shall not be responsible for the quality of construction/assembly or for any other element of the structure or foundations.

5. CHANGES

- 5.1 If after the date of Contract and before the date of delivery of the Goods, improvements are made in the design or specification of the Goods the Company may, on giving notice to the Customer, incorporate such improvements in the Goods sold to the Customer provided that:
 - 5.1.1 the performance and quality of the altered Goods are at least equal to those of the Goods ordered and
 - 5.1.2 no price variation is made except with your consent and

5.1.3 delivery is not unreasonably delayed.

5.2 We shall not be obliged to make any alteration to the Goods ordered whether arising by reason of the amendment of the regulations of a competent authority made subsequent to the date of Contract or otherwise.

6. DELIVERY

6.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated. The Company allows a strict maximum of 30 minutes for each delivery, failing which you will not receive your order; see our Shipping Policy for more details.

6.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer, changes in design specifications or quantities required may result in delay in delivery.

6.3 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. When delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a charge of 15% of the total value of the order for transportation and/or storage or restocking occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these conditions. The Company also reserves the right to levy a charge for labour costs incurred in cleaning and or repackaging returned Goods.

6.4 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

6.5 Some of the Company's product is delivered in metal stillages which can be left at the Customer's premises and used as storage for a maximum period of 4 weeks. After this period they should be available for collection from the Customer's premises, otherwise they will become chargeable. Stillages which are found to be damaged will also be chargeable.

6.6 It is Company policy that its driver does not leave the rear of his vehicle during unloading. Therefore the Customer should provide assistance for off loading, ie. forklift or two able bodied persons.

7. RISK AND TITLE

7.1 Risk shall pass to the Customer so that the Customer is responsible for all loss and damage or deterioration to the Goods:

7.1.1 if the Company delivers the Goods by its own transport at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or if the Customer wrongfully fails to take delivery at the time the Company tendered delivery of the Goods;

or

- 7.1.2 in all other circumstances at the time when the Goods or a consignment or other part thereof leaves the premises of the Company whether or not the Company arranges transport.
- 7.2 Title in the Goods or any part thereof supplied hereunder shall not pass to the Customer until payment has been made in full and cleared funds received for:
 - 7.2.1 the Goods including any interest payable, and
 - 7.2.2 all other goods the subject of any other contract between the Company and the Customer which at the time of payment of the price of the Goods have been delivered to the Customer.
- 7.3 Before title has passed to the Customer under the terms of this clause and without prejudice to any of its other rights, the Company shall have the right to recover or resell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose and in respect thereof the Customer shall take all reasonable precautions to protect the Goods from damage or loss arising from any cause and shall indicate that the Goods are the property of the Company.
- 7.4 In the event of a sale of the Goods by the Customer in the ordinary course of its business to a third party the Customer shall assign to the Company in writing its rights to recover the selling price from the third party concerned if so required by the Company.
- 7.5 As the insurable risk in the Goods shall pass to the Customer as soon as the materials are delivered to him or to his order and pending disposal the Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks.
- 7.6 If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.
- 7.7 Any items loaned to the customer by the Company ('the Loan') will remain the property and title of the Company.
- 7.8 The Company may terminate the Loan at any time and on written notice to the Customer. The Customer shall deliver up the item to the Company immediately on receipt of the above written notice.
- 7.9 The Loan shall immediately terminate in any event on the happening of the voluntary or compulsory liquidation of the Customer or the appointment of an administrator over the Customer or a receiver over any of the Customer's assets or the Customer ceasing to trade or altering its legal status and in these circumstances the Customer shall deliver up the item pursuant to clause 7.8 above.
- 7.10 In the event of the appointment of an administrator over you or a receiver over any of your assets then it is acknowledged that none of the Goods shall be sold or agreed to be sold by the administrator/receiver, without our prior written consent or (where relevant) a prior court order having been obtained.

8. CARRIAGE

- 8.1 Deliveries shall be subject to a delivery charge, the amount payable for UK delivery being £50.00 plus VAT for deliveries of less than £1000.00 net of VAT and discount on our own vehicles and where delivery is effected by a third party carrier the full cost will be charged to the Customer.
- 8.2 Unless otherwise specified prices quoted include delivery to destinations in the United Kingdom in which case the Company will select the mode of transport with due regard to urgency and cost. The entire cost of any other mode of transport to destinations in the United Kingdom which the Customer may specify [e.g. passenger train, parcel post etc] shall be borne by the Customer. No allowance will be credited for Goods collected from the Company's premises by the Customer.
- 8.3 For overseas destinations, delivery shall, unless otherwise agreed in writing, be ex-works at the Company's Sutton In Ashfield premises. The Company reserves the right to charge for inland transport when Goods are delivered to a port of the Customer's choice.

9. CONTAINERS

- 9.1 Containers, stillages, crates, cases, bags, drums and pallets in or on which Goods are delivered ('Containers') shall become the property of the Customer, except those Containers marked or stated in the Company's quotation or other documentation as being returnable are returnable, as are specialised Containers of high intrinsic value such as stillages and drums and specialised intermediate bulk Containers which remain the property of the Company even if not so marked. In the absence of any written agreement, the interpretation as to which Containers are returnable at all times rests solely with the Company, and it is the responsibility of the Customer to check with the Company before disposing of any Container that the Company may wish to treat as returnable.
- 9.2 The Customer shall without charge or cost to the Company return to the Company all returnable Containers immediately after delivery if this is practicable, and shall return on demand or when empty all returnable Containers loaned by the Company to the Customer. The Customer shall pay to the Company the replacement value of any returnable Container lost or damaged before being returned to the Company. The Company retains the right to charge rental on any Containers overdue for return.
- 9.3 The Company does not recommend re-use by the Customer of either returnable or non-returnable Containers or packaging nor give any undertakings as to suitability, or accept liability if Containers or packaging are re-used, and any such re-use shall be entirely at the Customer's risk, and before reusing any Container the Customer shall first remove therefrom any product label or reference to the Company or its logo. The Customer undertakes to dispose of all non-returnable Containers and packaging in a safe and proper manner, and according to any relevant regulations which may be in force from time to time.
- 9.4 Returnable Containers are only provided for the storage of Goods as part of the delivery and until the transfer into the Customer's own container, or until the Goods have been used up, depending on particular circumstances. The Company does not

permit the re-use by the Customer of returnable Containers in any circumstances. In the case where a residual heel of product remains in the Container (as in the case of, but not limited to, pressurised gases.) the Customer is responsible for ensuring that the remaining contents are not contaminated by any other substance, including air in the case of pressurised gases, prior to the Container being returned to the Company. Where a Container is returned with the remaining contents contaminated, the Company shall have the right:

- 9.4.1 to refuse any refund which would otherwise be payable on the return of the Container, and or
- 9.4.2 to make a charge in respect of the cost of decontaminating the Container, and/or
- 9.4.3 to charge the Customer for any Goods remaining in the Container which have become unsellable due to such contamination.

10. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

No liability will be accepted regarding claims or complaints as to shortages or transport damage unless notified to the Company by telephone within 72 hours and confirmed in writing within 7 days. For the avoidance of doubt the Company has no liability for transport damage in relation to non-UK orders. Goods claimed to be defective must be returned immediately, and if it is agreed by the Company that the Goods are defective, the Goods will be replaced or repaired free of charge or at the option of the Company, allowed for credit, provided that such credit shall not exceed the value of our Goods as invoiced and provided that the Customer shall return the Goods in the same condition as they were supplied.

11. DEFECTS NOT APPARENT ON INSPECTION

- 11.1 The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
- 11.2 The Company shall not be liable for loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after circumstances which would reasonably have indicated to the Customer the existence of a defect.
- 11.3 The Company may within 15 days of receiving such a written complaint (or 28 days where the Goods are situated outside the United Kingdom) inspect the Goods. The Customer, if so required by the Company, shall take all steps necessary to enable the Company to do so.
- 11.4 In the case of export Goods for overseas destinations the Company accepts no liability for damage or loss after the Goods have been dispatched by the Company although the Company will arrange insurance against transit or other risks if instructed to do so by the Customer at the Customers cost.

12. WARRANTIES AND LIABILITIES.

- 12.1 The Company warrants that the Goods to be supplied consequent upon its acceptance of the Customer's order will at the time of delivery be of satisfactory quality and in accordance with the specification.
- 12.2 Subject to any limitations on the Company's liability elsewhere contained in these conditions, the Company's obligation under the warranty at paragraph 12.1 shall be (at the Company's option) either:
- 12.2.1 to correct or repair or
 - 12.2.2 to replace free of charge, or
 - 12.2.3 to refund the Price

of any Goods which are shown to the Company's satisfaction to have been defective at the time of delivery, provided that notice of such defect and satisfactory proof thereof is given by the Customer immediately after discovery and within 14 days from the date of delivery, except that where the alleged defect is a matter in relation to which the Company has provided a specific guarantee for a specified period, the claim must be made in accordance with and subject to the terms of the guarantee within the specified guarantee period. The Company's said obligation pursuant to this sub condition shall apply only if the Customer shall on request return any such Goods to the Company for inspection at the Customer's expense if requested to do so.

13. WARRANTY CONDITION AND LIMITATIONS

- 13.1 The Company warrants: in relation to those parts of the 'Serviced Regions' in the category 'standard formulation' that provided that products are used in the temperate geographic regions for which they are intended it guarantees that its white PVC-U profiles and woodgrain in accordance with condition 12, above, Cherrywood 3202001167, Golden Oak 2178001167, Mahogany 2097013167, Black Brown 851805167 foils for a period of 10 years from the date of delivery whilst Deep Red 308105167, Blue 515005167, Green 612505167, Grey 701605167, Cream 137905167, White 915205168 & 929405179, Rustic Cherry 3214007195, Irish Oak 3211005148, Antique Oak 3211006148 foils are guaranteed for 7.5 years from the date of delivery and Anteak 3241002195 foils for 5 years from the date of delivery. However, in respect of Goods sold for use in the UK, in the event that such Goods are removed from the UK and used or installed outside the UK then no warranty or guarantee is given in relation to foils or profiles even if Goods are used or installed in the Serviced Regions
- 13.2 The Company will extend to the Customer the manufacturer's guarantee on all Goods not manufactured by the Company.
- 13.3 Save for the warranty provided at condition 12, brown and caramel gutters are excluded from any additional warranties.
- 13.4 Such warranties as are provided under this condition 13 will apply to colour stability, impact strength and shape retention with regard to PVC-U profiles. Any Goods found to be defective under the terms of the warranty will be replaced and delivered free of charge to the premises of the Customer. The warranty is conditional on the material

being handled, stored and applied in full compliance with any guidelines that are issued by the Company.

13.5 Conservatory Roof Glass (if conservatory roof kits are available on the product list on the site) and other sealed glazed units

13.5.1 This warranty applies to all sealed units supplied by the Company, subject to the conditions stated herein.

13.5.2 If within ten years from the invoice date, through faulty manufacture, the unbroken sealed unit becomes visually obscured by condensation or dust collection within the unit we will supply a replacement sealed unit and, at our option, either install the new sealed unit, or accept the costs of removing the faulty sealed unit and installing the new one, provided those charges do not exceed those which we would have incurred for the same job.

13.5.3 This warranty does not cover consequential damage or loss of whatever nature and howsoever arising whether from failure of the existing sealed unit, or from the de-glazing and the re-glazing of a replacement sealed unit, or otherwise.

13.5.4 The acceptance by us of any claim under this warranty is conditional upon our representative being given a reasonable opportunity to inspect the unbroken sealed unit before it is de-glazed. If upon inspection by a Company representative, it is found that the sealed unit was not of faulty manufacture, we will submit a charge for the cost of the inspection. If the claimant challenges the result of our inspection, a mutually acceptable independent inspector may be appointed, and subsequently all charges relating to both inspections will be paid:

13.5.4.1 By the Company if the decision is in favour of the claimant.

13.5.4.2 By the claimant if the decision is in favour of the Company.

13.5.5 All replacement sealed units supplied will be on a "like for like" basis using standard components available at the time of construction. Should it be necessary to source the replacement sealed unit from another supplier, this warranty would not apply for those Goods.

13.5.6 This warranty applies only to sealed units installed within the United Kingdom.

13.5.7 The following are not covered by this warranty: a) Sealed units, which have been glazed incorrectly (including with silicon sealants) where the original Contract was for supply only. For these purposes, a sealed unit will be deemed to have been incorrectly glazed if the method and manner of installation does not comply with the BS 6262 Code of Practice, Glazing for buildings, or BS8000 workmanship on building sites Part 7 code of practice for glazing and their amendments, current at the date of installation. b) Sealed units used at altitudes over 800 metres,

or where they have been transported over such elevation, unless the warranty has been specifically amended in writing to cover the relevant special application. c) Sealed units, which have not been maintained completely in accordance with our recommendations (a copy of which is available upon request) and/or any recommendations/methods of the glazing system manufacturer. d) Sealed units showing the optical phenomenon occasionally seen as interference colour bands, known as "Brewster's Fringes" (e) minor imperfections, such as bubbles, blisters, hairlines, blobs, fine scratches or small pinpricks, which when viewed at 90 degrees in normal daylight and from 3 metres are not obvious. These imperfections are not considered to be defects (f) no warranty is given that the installation of double glazing will reduce the incidence of condensation.

- 13.5.8 A claim is only valid when it is made in writing, in normal circumstances to the issuing location, or alternatively to the registered office of the Company.
- 13.5.9 This warranty extends to all sealed units made by the Company, whether or not they bear the BM Trada Quality Mark. This Quality Mark is not available for, or applicable to, all types of sealed unit.
- 13.5.10 This warranty does not form part of any contract of sale, but is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by common law.
- 13.5.11 Applicable Law: Any claim under this warranty will be governed by the laws of England and shall be referred to a court having jurisdiction in England.

14. LIMITATIONS

- 14.1 No representation is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose, and the Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.
- 14.2 Save as provided in this Condition 14 the Company's liability in connection with the sale of the Goods to the Customer shall be as follows:
 - 14.2.1 in respect of physical damage to or loss of the Customer's tangible property to the extent that it results from the wilful default or negligence of the Company, its employees, agents or contractors the Company's liability shall be limited to the price of the Goods in respect of each incident or series of connected incidents;
 - 14.2.2 in respect of all other direct loss (whether in contract, tort, or otherwise) the Seller's liability shall not exceed the price of the Goods; and

- 14.2.3 in respect of any loss of profits, loss of goodwill or for any type of consequential, special or indirect loss or damage the Company's liability shall be nil.
- 14.3 Nothing in these conditions shall be deemed to exclude or restrict the Company's liability for fraudulent misrepresentation or for death or personal injury resulting from the Company's negligence, or any liability for breach of the Company's implied undertaking as to title.
- 14.4 The Customer recognises that the limitation of liability contained in this clause is reasonable in that the prices quoted by the Company are dependent upon such limitation being incorporated in the Contract.
- 14.5 Where the Customer buys any product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.
- 14.6 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our staff, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.
15. IMPORT DUTY
- 15.1 If the Customer orders Goods from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the Goods reach the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 15.2 Please also note that the Customer must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.
16. FORCE MAJEURE
- 16.1 If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer nor shall the Company be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations in relation to the Goods, and the Company shall have the right at its absolute discretion to allocate such deliveries as it is able to make, between deliveries pursuant to the Contract, and deliveries pursuant to any other contract with any third party.
- 16.2 The following shall be regarded as force majeure:
- act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection, civil disturbance, government requisition, acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental,

parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure, unavailability of the use of public or private telecommunications networks and any other cause whatsoever beyond the Company's reasonable control.

17. INDEMNITY

- 17.1 The Customer shall indemnify the Company on demand against any costs, charges, losses or expenses including legal fees which the Company may sustain or incur as a consequence of any failure by the Customer promptly and properly to perform its obligations hereunder.
- 17.2 The Customer shall indemnify the Company against any damages, losses, costs, claims or expenses suffered or incurred by the Company in respect of any claim brought against the Company by any third party for any loss, injury or damage wholly or partly caused by the Goods or the use or the use of any Container other than for storage of the Goods. Any loss injury or damage suffered as a result of a failure on the part of the Customer or any third party to use handle or deal with the Goods in a safe and proper manner and in accordance with all applicable regulations and all procedures recommended by the Company. Nothing in this clause will require the Customer to indemnify the Company against any liability to the extent that this arises as a result of the Company's own negligence.

18. TERMINATION

- 18.1 The Company shall be entitled without prejudice to its other rights and remedies, either to terminate wholly or in part the Contract or any or every other contract with the Customer or to suspend any further deliveries under the Contract or any or every other such contract in any of the following events.
- 18.1.1 if any debt due and payable by the Customer to the Company is unpaid.
- 18.1.2 if the Customer has failed to take delivery of any Goods under the Contract, or any other contract as aforesaid otherwise than in accordance with the Customer's contractual rights.
- 18.1.3 if the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 18.2 In addition to any right of lien that the Company may have the Company shall in any of the events described in paragraph 18.1.3 above have a general lien over all Goods

sold and delivered by the Company to the Customer under the Contract or any other contract.

18.3 Any implied right to sell the goods in the ordinary course of business shall terminate on the occurrence of any of the events listed in condition 18.1.3.

19. CANCELLATION

The Company will only agree to cancellation on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

20. CONFIDENTIAL INFORMATION

All drawings documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away, loan, exhibit or sell any such drawings or extracts therefrom or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

21. TRADE MARKS/DESIGN RIGHTS/PATENTS

The supply of Goods by the Company shall not confer any right upon the Customer to use:

21.1 any of the Company's trade marks (except in the re-sale of Goods in the packaging supplied by the Company), or

21.2 any of the Company's patents or design rights;

and at all times such trade marks, patents, and design rights, shall remain the absolute property of the Company.

22. DATA AND TECHNICAL INFORMATION

The information contained in the advertising sales and technical literature on our site or issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed, otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data on our site or in such literature are based on experience and from trials under test conditions. Accordingly the information contained in the site or the Company's other publications is provided for general guidance only and forms no part of the Contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's goods.

23. GENERAL

23.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this or any other contract.

- 23.2 If any of the provisions of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions, and the remainder of the provision in question, shall not be affected thereby.
- 23.3 The Customer shall not assign or transfer any of its rights benefits or obligations under the Contract (save with the prior written consent of the Company).
- 23.4 The Contract (and its formation and including non-contractual disputes or claims) shall be governed by and construed in all respects in accordance with English Law, and the Customer hereby submits for all purposes of and in connection with the Contract (and its formation and including non-contractual disputes or claims), to the non-exclusive jurisdiction of the English Courts.
- 23.5 Any notice or other communication to be given under this agreement shall be in the English language and may be delivered in writing by hand or sent by pre-paid first-class post or fax to the party to be served at that party's registered office or last-known trading address and (in relation to the Company) marked for the attention of the 'Head of Customer Services'.
- 23.6 Applicable laws require that some of the information or communications the Company sends to the Customer should be in writing. When using our site, you accept however that communication with us will be mainly electronic. The Company will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights
- 23.7 All notices given by you to the Company must be given as set out in clause 23.5 or emailed marked as Private and Confidential for the attention of the 'Head of Customer Services' at customercare@synseal.com. We may give notice (including Order Confirmation) to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 23.5 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail (including Order Confirmation) is sent, or three days after the date of posting of any letter or if sent by fax, at the time of transmission printed on the transmission confirmation sheet provided that an error free transmission report has been received by the sender (and if the time of transmission is after 5.00 pm on a working day or at any time on a day that is not a working day the notice shall be deemed to have been received at 9.00 am on the next working day). In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee
- 23.8 The clause headings are for reference purposes only, and do not limit or otherwise affect the interpretation of the foregoing conditions.

23.9 Each of the provisions contained in these conditions shall be construed as separate and severable.

23.10 The Company has the right to revise and amend these conditions from time to time. The Customer will be subject to the policies and terms and conditions in force at the time that you order goods from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to these conditions, unless you notify us to the contrary within seven working days of receipt by you of the Goods).

23.11 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. INFORMATION ABOUT US

24.1 www.synseal.com is a site operated by Synseal Extrusions Limited. We are registered in England and Wales under company number 2668919 and with our registered office at Common Road, Huthwaite Industrial Estate Sutton In Ashfield Nottinghamshire NG17 2JL. Our main trading address is Common Road, Huthwaite Industrial Estate Sutton In Ashfield Nottinghamshire NG17 2JL. Our VAT number is 59846593

25. PRIVACY AND COOKIES

25.1 "Cookies" are small pieces of information sent by a web server to a web browser, which enables the server to collect information from the browser. You can find out more about the way cookies work on <http://www.cookiecentral.com>. Synseal uses cookies for a number of purposes, to ensure we give you the best experience on our site.

25.2 If you continue without changing your settings, we will assume that you are happy to receive all cookies on our site. However, if you would like to, you can change your cookie settings at any time in your browser settings.

25.3 If you don't want to receive cookies, you can modify your browser so that it notifies you when cookies are sent to it or you can refuse cookies altogether. You can also delete cookies that have already been set.

25.4 If you wish to restrict or block web browser cookies which are set on your device then you can do this through your browser settings; the Help function within your browser should tell you how. Alternatively, you may wish to visit www.aboutcookies.org, which contains comprehensive information on how to do this on a wide variety of desktop browsers.

25.5 In order to enhance the information we display on our site, we sometimes embed photos and video content from websites such as flickr and YouTube. Pages with this embedded content may present cookies from these websites. Similarly, we

sometimes enable the sharing of content through social networks, such as Facebook or content aggregation websites such as Digg. We do not control the dissemination of these cookies. You should check the relevant third party website for more information about these.

- 25.6 So that you can see which audited cookies are being tracked by us please download the pdf within our cookies page [*link needed*]