

THE GLASS SCRIBE INTERNATIONAL LIMITED - Spencer House, Caberfeidh Avenue, Dingwall IV15 9TD
TERMS & CONDITIONS OF TRADING

In this terms and conditions, the term "Company" shall mean The Glass Scribe International Ltd and the term "Customer" shall mean the party to whom goods are sold or supplied. The term "Goods" shall mean any goods sold under a contract of sale.

1. GENERAL

(i) Unless otherwise expressly stated in writing, the following terms and conditions shall be incorporated in the contract for the sale of goods specified in the written or verbal order placed with the company and accepted by it.
(ii) The customer acknowledges that save to the extent that the same are herein expressly set out he has not entered into this contract in reliance wholly or partly on any statement or representation made to him by or on behalf of the Company and that any such statements or representations shall not constitute any condition or warranty of this contract.

2. QUOTATIONS AND PRICE

(i) Quotations are open for acceptance within 30 days only from the date thereof and are subject to confirmation in writing upon acknowledgement of the Customer's order.
(ii) Quotations are based on the cost to the Company at the time thereof. Whilst the Company will make every endeavour to keep thereto, quotations shall not constitute a fixed price unless expressly so stated and the Company shall have the right to alter the price under this contract to reflect any increase in the rates payable by the company in respect of wages, salaries, materials, goods, transport (including that provided by the sub contractors) in the course of performance of the contract.
(iii) Prices are quoted inclusive of import duties and other current taxes, levies and duties payable by the Company, with the exception of VAT, which shall be charged extra, at the rate payable at the date of invoice.
(iv) The company shall also have the right to alter the contract price to provide for :-

- (a) Alterations in the customer's requirements.
- (b) The Customer's instructions, or lack thereof.
- (c) Interruptions, delays, overtime, additional work or mistakes for which the Company is not responsible.
- (d) Variations in any purchase, sales, export and import or any other tax or duty imposed on the work or goods under the contract or affecting the contract price.

3. TERMS OF PAYMENT

The terms of payment (unless otherwise stated) are :-

- (i) Payment to be made in full, according to the payment terms on invoice (glass or engraving 30 days from date of invoice & masks/stencils 14 days from date of invoice).
- (ii) If payment of the price or any part or agreed instalment thereof is not made on the due date, the Company shall be entitled to charge interest on the outstanding amount at the rate of 1% per week or £10 per week, whichever is the greater. The interest to be compounded and any other costs incurred in relation to the recovery of any sums outstanding shall be charged to the customer.
- (iii) In the event of the Company agreeing to payment in stages or instalments, such payments shall be made within the time or on the dates agreed, whether or not demanded, and upon any stage or instalment becoming more than 30 days in arrears the whole balance of the contract price shall become due and payable forthwith.
- (iv) Credit card payments will be accepted, provided that it is stated at the time of order that payment is to be made in this way.

4. DELIVERY

(i) The Company will make every endeavour to adhere to any agreed dates for the delivery of goods under contract. Such dates however, are not of the essence of the contract and where the Company is prevented from complying with such dates by circumstances beyond its reasonable control, it shall not be liable for any delay or any loss or damage resulting directly or indirectly therefrom, howsoever caused, and the time for the performance of the contract shall be extended by a period commensurate with such delay. Any such delay shall not be sufficient for cancellation of the contract by the Customer.
(ii) This contract is subject to the continued availability of goods up to the time when delivery is attempted, but should the Company be unable to make delivery, due to any cause whatsoever, the Company shall be at liberty to cancel the performance of this contract, without liability to the Customer for any consequential loss of profits, contracts or use, however arising.
(iii) The Company reserves the right to deliver and charge for part quantities of any order, as goods become available and to deliver balances at a later date or dates.
(iv) Without prejudice to the other terms and conditions herein, the Company shall be at liberty to withhold delivery of any order or part thereof, where the Company doubts the financial standing of the Customer or where the Customer has failed to pay for goods supplied by the Company under previous contracts.
(v) If goods are supplied by the Company to the Customer on pallets, then such pallets shall remain the property of the Company and the Customer shall keep them safe and in good condition, but this clause shall not oblige the Company to make delivery of goods on pallets.
(vi) Any aborted deliveries, due to the Customer not being available to accept such delivery, will be charged to the Customer.

5. ACCEPTANCE

All goods shall be inspected by the Customer immediately on completion or delivery, to ensure that they are in accordance with the contract and the Customer shall, whether or not required by the Company, sign any acceptance note. The Customer shall give notice in writing to the Company within 24

hours after delivery, or where he/she is able to show reasonable grounds for delay, within a reasonable time after delivery, if he claims to reject the goods. The Customer shall be deemed to have accepted the goods where he fails to give notice of rejection in accordance herewith, or where notice of rejection is given, such notice becomes ineffectual by reason of any conduct by the Customer, inconsistent with such rejection. Where the Customer accepts the goods, he/she shall be bound to pay the price thereof in full (see "Terms of Payment").

6. DEFECTS AND LIABILITIES

(i) Any complaint as to alleged defect(s) in any goods shall be notified in writing by the customer within 3 days of receipt thereof, or within a reasonable time of such defect(s) becoming reasonably discoverable. The Company undertakes to investigate such complaint and, where the goods are found by the Company to be defective, its liability therefor shall be in accordance with this clause or, so far as is applicable, with any other legal obligation.
(ii) In the event of a Customer dealing otherwise than as a consumer, as defined by the Unfair Contract Terms Act 1977, notification in accordance with sub clause (i) above shall be a condition precedent to the Company's liability, if any, unless the Customer is able to show reasonable grounds for his/her failure so to notify, and such liability shall, in any event, be limited to the repair or replacement free of charge of any defective item(s) or, where in the opinion of the Company repair or replacement is impracticable, to refund any sum paid or credit any sum payable under this contract, or against any future contract, attributed to the defective item(s). Any item or part replaced, refunded or credited by the Company shall become the property of the Company, provided always (and it is agreed) that the Company shall not be liable for any claim for damage to or breakage of goods in transit in respect of the first five per cent of the goods delivered which are damaged or broken. Subject only to sub-clause (iii) of this clause the Company shall not be liable under this sub-clause for any consequential loss or damage, including loss of profits, contracts or use, however arising.
(iii) The Company will indemnify the Customer against any personal injuries resulting from the negligence of the Company, its servants or agents and against any direct damage to property, insofar as such damage is caused by the negligence of the Company, its servants or agents when on the Customer's premises in pursuance of this contract.
(iv) Subject only to sub-clause (iii) of this clause, the Company shall not be liable under this contract or otherwise where defects, loss or damage arise due to improper use by the Customer or ordinary wear and tear. Where, in such circumstances, the Company agrees to remedy any defect, it may charge the Customer for the costs incurred.

7. TRANSFER OF PROPERTY

(i) Where goods are sold or supplied to the Customer and such goods remain in the state in which they were sold or supplied or, if thereafter processed or otherwise treated, are reasonably separable from any other property other than that of the Company, the ownership of such goods shall not pass upon delivery to the Customer, but shall remain vested in the Company until such time as payment in full is made by the Customer.
(ii) The customer shall have power to resell such goods, provided always that he/she resells and accounts to the Company for the proceeds of resale as the agent of the Company and the Company shall be entitled to the proceeds of resale in accordance with equitable principals.
(iii) The Customer shall, if the Company so requires, keep such goods in a place or condition to the approval of the Company and shall afford the Company facilities for inspecting same. The Customer shall be responsible from the date of delivery for the maintenance and care of such goods and for any storage costs in respect thereof.
(iv) Notwithstanding the reservation of ownership in such goods by the Company, the risk relating to such goods shall pass to the Customer upon delivery and the Customer shall indemnify the Company against depreciation in the value and difference in cost of replacement in the case of manufacturers price increases of such goods and against any damage caused thereto, before payment in full has been made.

8. DESIGNS

(i) Title to all moulds, tools, dyes, artworks, printing plates, screens, negatives, masks, blocks and engravings provided by the Company shall remain the property of the Company, whether or not a charge is made in respect thereof.
(ii) Title to the copy-right in all designs, models, sketches and artwork generated by the Company in connection with this contract shall remain with the Company, and the Customer and his employees shall not copy, disclose or use such designs, models, sketches or artwork without the written consent of the Company, except to the extent necessary to perform this contract.

9. MISCELLANEOUS

(i) This contract shall in all respects be construed in accordance with and governed by Scottish law.
(ii) No warranty is given by the Company that the use of goods for any purpose does not infringe any British, Scottish or foreign patent or patents.
(iii) The Company makes no claims that items supplied are suitable for further decoration. All items are supplied as finished products and no responsibility will be accepted for any damage to items subjected to further processing.
(iv) The Company reserves the right to correct any clerical or typographical error made by its employees, servants or agents at any time.