

## CONDITIONS OF SALE – Effective from 1 November 2014.

1. In these conditions:-

“the Company” means any trading division of Macnaughton Blair Ltd whose registered office is at Macnaughton Blair Ltd, 10 Falcon Road, Belfast, BT12 6RD or Maintenance Free Building Products Limited whose registered office is Unit 5, Middle River Industrial Estate, Pulrose Road, Douglas, Isle of Man, IM2 1AL.

“the Customer” means the person/persons/company that is/are purchasing the goods.

“goods” means materials, articles or services supplied, or supplied and installed by the Company.

2. All goods are sold subject to these conditions which shall prevail over any conflicting conditions sought to be imposed by a customer and no additions there to or variations there from shall be binding unless agreed to in writing and signed by a duly authorised agent or servant of the Company. These conditions shall be read in conjunction with the terms as set out at the end of hereof.
3. Catalogues, price lists and other advertising material are only indications of the type of goods offered and shall be subject to variations from time to time by the Company and shall not constitute an offer or be binding on the Company.

Prices shown overleaf or on quotations and letter acknowledgments are given in good faith by the Company and every endeavor will be made by the Company to maintain the price quoted. Any such prices are subject to variations in the cost of labour, materials and associated charges. Prices are therefore subject to change by the Company without notice and shall, unless otherwise agreed in writing between the parties, be adjusted to the price ruling at the date of despatch.

4. Prices on Quotations, Estimates, Price Lists etc. do not, unless specifically stated in writing, include for visits to sites to take sizes or for visits to examine any product sold by the Company on a “SUPPLY ONLY” basis after such product has been installed. Where the Customer requires such site visits the Company reserves the right to impose a charge therefore.
5. The Ownership of goods supplied under each contract between the Company and the Customer shall remain with the Company until such goods have been paid for in full unless in the event of the failure, insolvency, winding up, scheme of arrangement or any closure of the Customers business which may lead to the Company incurring a loss. In this case Clause 7 shall apply.
6. Notwithstanding that the title of the goods shall not pass to the Customer, except as is provided in Clause 5, the goods shall be at the risk of the Customer from the time of collection by the Customer or delivery to the Customer of such goods.
7. The Company shall be entitled to repossess and thereafter re-sell any goods supplied to the Customer whether paid for by the Customer or not, in order to recover the value of monies which are overdue, or, in the event of the failure, insolvency, winding up, scheme of arrangement or any closure of the Customers business which may result in the Company incurring a loss. For this purpose, the Customer hereby grants irrevocable rights and license to the Company through its servants and agents to enter with or without vehicles on all or any premises or land of the customer or other third party of which the Customer has possession, temporary or otherwise on which such goods may be situated for recovery of such goods.

8. Where any fault is found in materials supplied or work performed by the Company its liability will be limited to the value of the goods supplied and to the amount recoverable by the Company from the supplier of the materials as to the title implied by the Sales of Goods Act (UK) 1979 (as amended) & Supply of Goods Act (UK) 1973 (as amended) or Goods and Services Act (Isle of Man) 1996 (as amended).
9. This Company will not accept any liability for consequential loss arising from faulty materials supplied or faulty workmanship, or delays in deliveries or any other cause.
10. Where goods are sold on a "SUPPLY ONLY" basis, such goods should be examined before site work or installation commences as no complaint can be accepted after any work has been carried out on or in connection with the goods by the Customer or any third party.
11. If goods sold by this Company are in any way unsatisfactory the Company must be notified in writing within seven days of receipt of the goods.
12. All illustrations, drawings, catalogues and descriptive matter are of a generally informative nature only and do not form part of the specification or description of the goods except to the extent expressly incorporated in them in writing.
13. Delivery of all orders will be made as early as practicable, or as close as practicable to Customer's specific requirements. Notwithstanding any delay, however, orders will remain valid and binding.
14. Goods may only be returned with the Company's consent and upon production by the Customer of proof of purchase. Goods will not be accepted for return after 3 months from date of invoice unless in extraordinary circumstances and with prior written agreement from the Company in writing. On such return they will be credited at the invoiced price less a restocking charge. Goods which are not normally stocked but have been brought in on special order for a Customer will not be accepted for return. Where cancellation of an order by the Customer involves goods which have been designed and / or made specially for the Customer, the Customer will be liable for any costs incurred by the Company in respect of such cancellation.
15. Pallets or other containers which are chargeable to the Customer may be credited if returned carriage paid within one month from the date of delivery provided they are in good condition and returned to the address at which the order was placed or to such other address as the Company may specify. The invoice number and date should be notified when returning such pallets or containers.
16. If the Customer shall make a default in or commits a breach of the contract or of any other of his obligations to the Company, or if any judgment shall be levied upon the Customer's property or assets, or if the Customer shall make or offer to make any arrangement or composition with creditors, or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a limited company and any resolution or petition to wind up such Company's business (other than for the purpose of amalgamation or reconstruction or voluntary winding up) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

17. In the event of war invasion act of foreign enemy hostilities (whether war has been declared or not) civil war rebellion revolution insurrection or military or usurped power the Company shall be relieved of liabilities incurred under the Conditions, wherever and to the extent to which the fulfillment of such obligations is prevented frustrated or impeded as a consequence of any such event or by any statute rules regulations orders or requisitions issued by any government department council or other duly constituted authority or from strikes, lockouts breakdown of plant or any other causes (whether or not of a like nature) beyond the Company's control.
18. Any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties, or in default of agreement, by the President of the Incorporated Law Society of Northern Ireland, or by the English or Isle of Man courts of Justice, and his or their decision shall be binding on both parties. This shall be a submission to arbitration within the Arbitration Act (Northern Ireland) 1937 (as amended) or Arbitration Act (England and Wales) 1996 (as amended) or Arbitration Act (Isle of Man) 1796 (as amended) or any statutory modification thereof for the time being in force.
19. If any provisions of this document or any portions thereof are held to be invalid under any applicable statute or rule of law they are to that extent to be deemed omitted and these conditions of sale shall be interpreted under the laws of the governing area (i.e. Northern Ireland, England, Isle of Man or appropriate) if any dispute shall arise there under.

#### TERMS

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|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. VAT</b>             | All prices shown are exclusive of VAT.                                                                                                                                                                                |
| <b>2. ORDERS</b>          | Orders are accepted on the basis of prices ruling at the time of despatch.                                                                                                                                            |
| <b>3. PAYMENT</b>         | Payment is due following the month of despatch. The Company reserves the right to charge an additional 2½% per month on balances outstanding for a period exceeding two calendar months beyond the month of despatch. |
| <b>4. SHORTAGES</b>       | Shortage or damage must be reported to the Company in writing within forty-eight hours of receipt of consignment by the customer.                                                                                     |
| <b>5. AVAILABILITY</b>    | All orders are accepted by the Company subject to the materials or goods ordered being available when required in the quantities needed.                                                                              |
| <b>6. SUB-CONTRACTING</b> | The company reserves the right to sub-contract the fulfillment of the Contract (including any installation) or any part thereof.                                                                                      |