

**LINEAR BUILDING INNOVATIONS t/a SELO STANDARD
PURCHASE TERMS AND CONDITIONS**

This Contract is between the Buyer (as specified in the Specification Schedule and Linear Building Innovations t/a Selo (Company Number: 09247787) (the "Seller") and whose registered office is at Units 11-14 Cemetery Road, Houghton Regis, Beds, United Kingdom LU5 5QH.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions including the Specification Schedule, unless the context otherwise requires, the following words have the following meanings:

"Balance"	The Purchase Price less the Deposit.
"Business Day"	A day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.
"Buyer"	The company or legal entity specified as such in the Specification Schedule.
"Conditions"	These standard purchase terms and conditions.
"Contract"	The contract between the Buyer and the Seller consisting of the Specification Schedule and these Conditions which together constitute the contract for the supply of the Goods by the Seller to the Buyer.
"Date for Payment"	The date or dates for payment of Deposit or Balance as specified in the Specification Schedule as appropriate.
"Deposit"	The deposit sum specified in the Specification Schedule.
"Delivery Address"	The address to which the Goods shall be delivered and as specified in the Specification Schedule or subsequently agreed in writing by the Parties and if the Buyer collects the Goods from the Seller then the Delivery Address is the address from which the Buyer collects the Goods.
"Force Majeure Event"	Any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
"Goods"	Any product, component, goods or other material supplied by the Seller pursuant to the Contract.
"Insolvent"	If a company then when a company is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if an individual then when the individual is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or if a partnership then when the partnership has any partner to whom any of the foregoing apply;
"Parties"	The Buyer and the Seller.
"Purchase Price"	The sum set out in the Specification Schedule or such other sum as shall become payable by the Buyer to the Seller under the Contract in accordance with the Contract Conditions.
"Specification Schedule"	The schedule as set out in the schedule to these Conditions completed to include dimensions and specification and the Purchase Price, including any related plans and drawings, all approved in writing by the Buyer and subsequently accepted by the Seller.
"Target Delivery Date"	The date when the Seller shall endeavour to deliver the Goods to the Delivery Address, but time for delivery shall not be of the essence.
"Warranty Period"	Twelve months starting from the date of delivery of the Goods.

1.2 "Writing", and any similar expression, includes facsimile transmission and e-mail.

1.3 Any reference in these Conditions to a statute or a provision of that statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended.

1.4 Headings shall be for convenience only and shall not affect the interpretation of this Contract.

1.5 These Conditions override and exclude any other terms which the Buyer may

previously have sought to impose or may in any acknowledgement or condition of acceptance subsequently seek to impose or which are implied by trade custom, practice or course of dealing. No conduct of the Seller shall constitute acceptance of any terms put forward by the Buyer.

1.6 In case of conflict these Conditions override any other terms and conditions or documents.

2 CONTRACT FORMATION AND DOCUMENTATION

The Buyer warrants that the details of dimensions of Goods given in the Specification Schedule are complete and accurate and fully identifies and meets its requirements irrespective of who completed those details in the Specification Schedule. If the Buyer provides the Specification verbally in whole or in part, the Seller will provide a written Specification Schedule giving its understanding of the Buyer's verbal requirements, which written specification shall become, or be added to any Buyer's written specification and together become the Specification Schedule. The Specification Schedule shall not include any verbal information not contained in writing.

2.1 The completed Specification Schedule as returned by the Buyer constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.

2.2 All prices quoted by the Seller are valid for 30 days only from the date of quotation or until earlier acceptance by the Buyer.

2.3 No contract shall come into existence or be deemed to be accepted until:

1. the Specification Schedule has been approved by the Buyer and returned to the Seller;
 2. the Deposit has been received in cleared funds by the Seller; and
 3. the Seller has accepted the offer contained in the Specification Schedule returned by the Buyer.
- 2.4 After the Seller has accepted the offer no additions or modifications to the Specification Schedule (including the Purchase Price and Target Delivery Date) may be made unless agreed by the Parties in writing and signed by the Seller.
- 2.5 The Seller reserves the right to amend the specification of the Goods and the Specification Schedule if required by any applicable statutory or regulatory requirements.

3 ENTIRE AGREEMENT AND REPRESENTATION

3.1 The employees and agents of the Seller are not authorized to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed and incorporated in the Contract. The Buyer has no remedy in respect of any representation or statement or promise of any nature other than as expressly set out in this Contract.

3.2 The quantity, quality and description of and any specification for Goods supplied shall be those set out in the Specification and where not specified then such Goods shall be reasonably fit for such purpose and in such location and environment as the Buyer has previously specified to the Seller.

3.3 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Conditions together with the Specification Schedule set out and shall constitute the entire agreement between the Buyer and the Seller with respect to the subject matter thereof, and (except in the case of fraud) shall supersede any and all promises and representations made by one party to the other concerning the Goods to be supplied under the Contract, and the terms applicable thereto. The Contract may not be released, discharged, supplemented, interpreted, amended or modified in any manner except by an instrument in writing, signed by a duly authorized representative of each of the parties hereto, except as is specifically provided otherwise in the Contract.

4 CANCELLATION

4.1 If the Buyer cancels the order before delivery to the Buyer of the Goods (or, where multiple items are ordered, then before delivery of any item) then full payment for all Goods supplied and work done by the Seller up to the date of cancellation shall become due immediately. If no Goods have been supplied the Seller reserves the right to charge the Buyer for any costs or expenses (including overheads and loss of profit) which have been incurred in relation to the Contract.

4.2 Any cancellation of the order by the Buyer after the written acceptance of the Specification Schedule must be in writing and will not take effect until the Seller has received the written cancellation.

5 PAYMENT

5.1 Subject only to the terms of this Contract, the Buyer will pay the Seller the Purchase Price in accordance with these Conditions and on the dates specified in the Specification Schedule.

5.2 The Seller reserves the right by giving notice in writing to the Buyer at any time before delivery to increase the Purchase Price to include any increases in the Seller's costs arising from factors outside its control and which it could not reasonably have anticipated at the date of the Specification Schedule including any failure by the Buyer to provide the Seller with accurate, adequate and prompt information or instructions regarding any matter relating to the Contract or any change in delivery dates.

5.3 The Seller will invoice the Buyer for the Goods on or at any time after the acceptance of the Specification Schedule.

5.4 Unless the Buyer has paid the full Purchase Price with the submission of the Specification Schedule to the Seller the Buyer shall pay the invoice in full and in cleared funds within 30 calendar days of the date of the invoice unless otherwise agreed and stated on the Specification Schedule. Payment shall be made to the bank account nominated in writing by the Seller. Time of payment is of the essence.

5.5 No reduction, setoff or abatement of any amount due to the Seller under the Contract shall be permitted.

5.6 The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

5.7 Without prejudice to the Seller's other rights, if any payment due under the Contract is not received by the Seller by the Date for Payment, the Seller shall have the right to charge interest on that payment for the period from the Date for Payment until payment is received in cleared funds, at 8% over the Bank of England base rate (or equivalent) on a monthly basis with monthly rests.

6 VAT

6.1 All prices and quotations are exclusive of any applicable Value Added Tax which the Buyer shall additionally pay to the Seller no later than the Date for Payment.

7 DELIVERY OF GOODS

7.1 The Seller shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Buyer and the Seller reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable) and special storage instructions (if any).

7.2 The Seller shall deliver the Goods to the Delivery Address.

7.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Address.

7.4 Any dates quoted for delivery including the Target Delivery Date specified in the Specification Schedule are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.5 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available.

7.6 If the Buyer fails to accept delivery of the Goods within five Business Days of the Seller notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract:

1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day after the day on which the Seller notified the Buyer that the Goods were ready; and reserves the either to:
 2. invoice for the goods dated on the fifth day and payment shall be made 30 days from the date of the invoice unless otherwise agreed and stated on the Specification Schedules or
 3. store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 7.7 The Seller may deliver the Goods by installments, which shall be invoiced and paid for separately. Each installment shall constitute a separate contract. Any delay in delivery or defect in an installment shall not entitle the Buyer to cancel any other installment. The Seller shall be entitled to suspend delivery of subsequent installments where payment for any installment of Goods already delivered is overdue. If the Seller suspends delivery under this clause the Target Delivery Dates for any Goods not yet delivered shall be extended by an amount not less than the suspension period and to the next Business Day.

7.8 Any delivery or consignment notes shall be safely retained and handed over to the Seller at the earliest reasonably possible time. Any apparent damage to any Goods so delivered must be noted on the delivery note, and the Seller must be informed within 48 hours of the delivery time.

7.9 If the Buyer fails to take delivery of the Goods or to notify the Seller of damaged items in accordance with clause 8 the Seller reserves the right to charge the Buyer for any additional costs which it may incur as a result.

8 QUALITY

- 8.1 The Seller warrants that on delivery, and for the Warranty Period, the Goods shall:
- conform in all material respects, with their description and the Specification;
 - be free from material defects in design, material and workmanship; and
 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - be fit for any purpose held out by the Seller.
- 8.2 Subject to clause 8.3, if:
- the Buyer gives notice in writing to the Seller during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1; and
 - The Seller is given a reasonable opportunity of examining such Goods; and
 - the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost, then
- the Seller shall, at its option, repair or replace the defective Goods (or the part in question) free of charge, or at the Seller's sole discretion refund the price of the defective Goods in full (or a fair proportion of the price) but the Seller shall have no further liability to the Buyer.
- 8.3 The Seller shall not be liable for Goods' failure to comply with the warranty set out in clause 8.1 in any of the following events:
- the Buyer makes any further use of such Goods after giving notice in accordance with clause 8.2;
 - the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer;
 - the Buyer alters or repairs such Goods without the written consent of the Seller;
 - the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
 - the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirement;
 - the failing of the Goods is caused by or contributed to by any material information which was not included by the Buyer in the Specification Schedule.
- 8.4 Except as provided in this clause 8, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 8.1.
- 8.5 The Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under any expressed term of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by the Seller's negligence or that of the Seller's employees, the Seller's sub-contractors or agents or otherwise) which arise out of or in connection with the supply of the Goods and/or Services or their use or resale by the Buyer
- 8.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (as amended) are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.
- ## 9 RISK AND PROPERTY
- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Delivery Address.
- 9.2 The cost of repair or replacement of any damaged Goods when the risk of damage in those Goods has passed to the Buyer shall be paid by the Buyer. Repair or replacement of such Goods will be at the discretion of the Seller. The Buyer will also pay the cost of any work which may become necessary through the loss or damage to those Goods unless the loss or damage is directly caused by the negligence of the Seller and it is a condition precedent to the passing of property that all such payments have been received.
- 9.3 Notwithstanding delivery and the passing of risk in the Goods no legal or equitable property in the Goods shall pass to the Buyer until the Seller has received payment in full in cleared funds for the Goods and payment in full under any other contract between the Buyer and the Seller.
- 9.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall:
- hold the Goods as the Seller's fiduciary agent and bailee; and
 - keep the Goods properly stored, protected and insured and identified as the property of the Seller, and where the Goods are installed the Buyer shall not de-install or remove them or tamper with them in any way; and
 - where possible keep the Goods separate from the Buyer's goods and those of third parties; and
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - maintain the Goods in satisfactory condition and keep them insured against all

- risks for their full price from the date of delivery and
- give the Seller such information relating to the Goods as the Seller may require from time to time.
 - Until such time as the property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so immediately on request, to enter upon any of the Buyer's premises where the Goods are stored and repossess them.
 - If before title to the Goods passes to the Buyer becomes Insolvent then if the Goods have been resold or irrevocably incorporated into another product all proceeds of resale or other dealing with the Goods shall for the period preceding payment of the Purchase Price be held by the Buyer as trustee for the Seller and the Buyer shall, if requested by the Seller, place these proceeds into a separate account.

10 INTELLECTUAL PROPERTY, INDEMNITIES, WARRANTIES AND LIABILITIES

- 10.1 Nothing in these Terms shall limit or exclude liability for fraud.
- 10.2 Nothing in these Terms shall limit or exclude liability for death or personal injury caused by the negligence of the Seller.
- 10.3 Nothing in this Contract shall be taken to exclude or limit the Seller's liability for any matter which cannot be excluded or limited by law.
- 10.4 The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification Schedule. This clause shall survive termination of the Contract.
- 10.5 The Buyer will indemnify the Seller against any claim for injury, loss or damage sustained by the Seller's representatives whilst at the Delivery Address (unless the Goods are collected by the Buyer) unless and only to the extent that such loss arises from the default of the Seller.
- 10.6 Subject to clause 10.1.
- the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, shall in no circumstances exceed 50% of the price of the Goods.
- 10.7 The Seller shall not be liable to the Buyer for any defect arising from fair wear and tear, willful damage, negligence or abnormal or unusual working conditions, failure to follow the instructions of the Seller, misuse, alteration or repair of the Goods and/or Services without the Seller's prior approval.
- 10.8 The Seller shall be under no liability to the Buyer until the Buyer has paid to the Seller the full Purchase Price and made full payment under any other contract between the Buyer and the Seller.
- 10.9 The Seller shall not be liable for any defects in any materials or goods supplied by the Buyer or a third party or resultant damage from such materials or goods to any Goods and shall be entitled to charge the Buyer the cost of making good or replacing any Goods so damaged;
- 10.10 Subject as expressly provided in these Conditions, and except where the Goods and/or Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999), and except for breach of the terms implied by Section 12 of the Sale of Goods Act 1979, and defective products under the Consumer Protection Act 1987 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- ## 11 FORCE MAJEURE
- 11.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- ## 12 INSOLVENCY
- 12.1 This clause applies if:
- the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - an encumbrancer takes possession, or a receiver is appointed, of any of its property or assets; or
 - the Buyer cease, or threaten to cease, to carry on business; or

- The Buyer become Insolvent;
 - The Seller reasonably apprehend that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 12.2 Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to suspend or terminate any further deliveries of Goods or Services under the Contract without any liability to the Buyer, and if the Goods and/or Services have been delivered but not paid for the price shall become immediately payable notwithstanding any previous agreement or arrangement or provision in this Contract to the contrary.

13 TERMINATION

- 13.1 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14 SEVERANCE

- 14.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 14.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15 NOTICES

- 15.1 Unless otherwise provided in writing communication or notice under the contract shall be made or given by sending the same by ordinary pre-paid first class post and at the same time by email in the case of the Seller to its current business address and the e-mail addresses stated in the Specification Schedule and in the case of the Buyer to his last known address (and if so sent shall be deemed to be made or given two days after the date when posted) or to his e-mail address set out in the Specification Schedule.

16 THIRD PARTY RIGHTS

- 16.1 Nothing in the Contract confers or is intended to confer any rights to any person under the Contracts (Rights of Third Parties) Act 1999.

17 GOVERNING LAW AND JURISDICTION

- 17.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales