

APL GENERAL NOTES APL TERMS AND CONDITIONS OF SALE (12.22) – CONTRACT OF SUPPLY

GENERAL NOTES – IMPORTANT – FOR ALL PRODUCTS SUPPLY

0.4 Liner: Maximum 4 .1metre length – particular care required in unloading and handling
Openings: Should co-ordinate/align with the external profile/panel – pitch/module
Factory Formed Mitre corners – Contact Format Ltd (T) 01384 891 441 for profiled wall sheets – you to order direct from Format Ltd as required — recommended 500mm long wings to each side
<p>b) Site Assembled Mitre Corners – contact APL for detailed assembly including 45° cuts and GEX/FF details</p> <p>c) +add minimum 100 mm to each side to allow for tolerances and cutting</p> <p>d) Material for mitred corners should be rolled concurrently with the main material and corners fixed on site concurrently with the main adjacent sheeting. The Company’s current recommendations for installation and assembly should be referred to and followed – please request.</p>
Flashings: a) Should be ordered from us at the same at the same time as the coated materials to ensure colour compatibility and to maintain our warranty conditions b) GE Fin Details: E/O costs as required + see current APL flashing price list
Datum Details: Please request typical assembly details for assistance -
Different batches -Where materials, natural finish or coloured are required to be supplied from different batches, they may show toning differences between batches.
Part L + J (SC0) Regs: APL complete insulated system assemblies fully comply Calculations for non-standard details/assembly(ies) can be supplied
Fixings + sealants - We recommend the use of austenitic (304) stainless steel for the fixing of all external roof and wall materials including "wet areas" (eg panel track); for external thru' fix wall profiles as low profile type with lacquered coloured heads + washers as sheet colour(s) as specification requirements. Additional requirements/specifications when in marine environment. All available from Architectural Profiles Ltd
Tolerance - All thicknesses, cover widths and lengths stated are nominal and due allowance must be made in the Purchaser's requirements for manufacturing and production tolerances. The Company will not accept any liability for any intolerances, however caused.
Quantities/ Measure - Modules/dimensions shown are not of our origination and should be checked by you for your use/application. Quoted rates, prices, specifications, and quantities herein shall not be construed as relating to or complying with any method of measurement, specification, bills of quantities, drawings or other like documents, whether or not directly relating to the project which is the subject of the enquiry.
Coatings - Unless stated otherwise all external coating/finishes etc. are based on non-marine environments
Cut Edges - In marine and/or heavily polluted environment locations, ensure that all flashings ordered have return edges as lock seam type - also all sheet and flashing edges are treated with Becker Coatings 310/0685 or similar - lacquer edge protection on site.
Unloading - A crane and nylon slings must be used for the offloading of all materials at all times. Any damage caused during the off-loading process will be the customer's responsibility.
Storage - All stored materials must be laid to allow free air to circulate the materials/packs and laid at a suitable angle to allow moisture to promptly drain off - materials must be covered/protected at all times prior to installation
Delivery - Should it become necessary to invoke Clause 7 of our Terms and Conditions of Sale - Contract of Supply, we will advise you as soon as possible and in any event prior to delivery.
Metal(s) - Steel and aluminium material quoted is manufactured and coated to European standards. Galvanised Steel - White rust may occur under various climatic and temperature conditions. This is not a defect in the product but a chemical reaction common to all plain galvanised steel. This Company accepts no responsibility should this occur, nor any direct or indirect costs in its removal from the surface. Information on removal can be provided on request. Mill finish Alu - As this is a natural material, please note that there is likely to be a visual difference in weathering to the various sheet surface(s) during and until full natural weathering oxidation takes place over a period of years
Credit <p>a) Credit is on a per project basis, subject to APL director approval, approval of our Insurance Indemnity Companies and can be withdrawn at any time. Previous credit account does not automatically result in future credit account. Your first order should be accompanied by two trade references and Bankers reference. Proforma payment will be required for the first order before the order is processed.</p> <p>b) Once a credit limit has been set and an account opened, the limit may only be exceeded when authorised in writing by an officer of the Company and subject to the approval of our Insurance Indemnity Companies.</p>
Film - protective film should be removed no more than 4 weeks after delivery to site/date of production; film should be left on during initial temporary fix/installation to ensure constant directionality but care to be taken as to not fully-fix before film is removed to stop snagging

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1. DEFINITIONS

In these Conditions the following terms shall have the following meanings that is to say:

- a) "The Seller"
means Architectural Profiles Ltd.
- b) "The Purchaser"
means the party in contract with The Seller under these Terms and Conditions
- c) "The Goods"
means the articles or things or any of them described in the tender quotation or acknowledgement to which these Conditions are attached. References herein to "The Goods" includes any part or instalment of The Goods, with the necessary changes.
- d) "Delivery"
means any of the following
 - (i) the arrival of The Goods ready for unloading at the address stipulated in The Purchaser's Order as the address for Delivery of The Goods or, if no address is stipulated therefor, to the address of The Purchaser as shown in The Purchaser's Order; or
 - (ii) Confirmation in writing by The Seller to The Purchaser that The Goods are held in store pending collection by The Purchaser; or
 - (iii) Confirmation in writing by The Seller to The Purchaser that The Goods are ready to be delivered and are held in store pending The Purchaser advising The Seller of a date for sending The Goods.
- e) "Order"
means an order placed by the Purchaser for the sale and/or supply of The Goods.
- f) "in writing"
shall include hand-written, typed or printed documents, by all other forms of electronic transmission, and all copies thereof including facsimile

2. GENERAL

These Conditions shall govern the contract between The Seller and The Purchaser. It is a condition of these Conditions that the contract between The Seller and The Purchaser shall incorporate the tender quotation and any document referred to therein including but not limited to the General Notes and is to be read in addition to and in conjunction with these Conditions. The Seller shall not be bound to any terms and conditions which vary from or are in conflict with these terms and Conditions save as varied by the written agreement of an Officer of The Seller.

3. PRICE

- a) The Seller reserves the right to alter any quoted price for The Goods up to and including Delivery.
- b) The quoted price may be subject to variation as a result of
 - (i) changes in the quantities and/or material specifications upon which the original quoted prices were calculated;
 - (ii) additional costs incurred by The Seller in the procurement manufacture and delivery of The Goods subsequent to the quotation or acknowledgement of order and prior to Delivery;

- (iii) Storage of The Goods by The Seller after Delivery;
- (iv) any other circumstance delaying Delivery

- c) The Seller undertakes to notify The Purchaser in writing of any variation to the quoted price.
- d) All prices quoted are exclusive of, but subject to, VAT to be paid at the time of remittance.

4 VALIDITY OF QUOTATION

Any quotation submitted by the seller shall be open for acceptance (which shall be in writing) within the period stated in the Quotation, of the date thereof, failing which the quotation shall lapse.

5 SAMPLES AND SPECIFICATIONS

- a) Unless otherwise agreed in writing any samples provided are to be regarded as type samples and the complete conformity of The Goods delivered to the samples is not guaranteed. Any samples supplied shall remain the property of The Seller and must be returned to The Seller within fourteen days or paid for at The Seller's option.
- b) The Purchaser warrants that it has ordered The Goods with full knowledge of the limitation and restrictions required by the European Technical Specification(s) relevant to The Goods at the time of manufacture. The Seller shall not be liable for any damages whatsoever arising from the use of The Goods otherwise than within the limitations and restrictions set out in such Specification(s) unless this clause is specifically amended by agreement in writing between an authorised Officer of The Seller and The Purchaser.
- c) Any drawing, brochure, photograph or other material provided by the Seller illustrating the Seller's products and/or possible applications or installation details of the same shall be deemed to have been provided for guidance only which shall not comprise a warranty of any kind by the Seller, and the Purchaser shall be deemed to be satisfied that products ordered from the Seller meet the requirements of the Purchaser.

6 COPYRIGHT

- a) Any drawing and/or technical document delivered by either of the parties to the other party shall remain the property of the delivering party and the receiving party shall not improperly use or reproduce it or bring it to the knowledge of a third party.
- b) The Purchaser shall indemnify The Seller against all damages, penalties, costs and expenses to which The Seller may become liable as a result of any work done in accordance with The Purchaser's requirements under the contract between the Seller and The Purchaser involving infringement of any patent, copyright or registered design.

7 DELIVERY

- a) For the avoidance of doubt, time shall not be of the essence in respect of The Seller's obligation to make Delivery of The Goods. Any delivery date or period given by the Seller to The Purchaser or agreed between them comprises an estimate made in good faith but without any liability in The Seller to deliver in accordance with such date or period, or for the consequences of any delay in the performance of its obligations hereunder if such delay is due to any of the following:
 - (i) Act of God
 - (ii) outbreak of hostilities, riot, civil disturbance, acts of terrorism,
 - (iii) the act of any government or authority (including without limitation refusal or revocation of any licence or consent)
 - (iv) fire, explosion, flood, fog or bad weather

APL GENERAL NOTES

APL TERMS AND CONDITIONS OF SALE (12.22) – CONTRACT OF SUPPLY

- (v) power failure of telecommunications lines, failure, breakdown or maintenance of plant, machinery or vehicles
- (vi) default of suppliers or sub-contractors (including but not limited to the failure of the same to supply to The Seller materials of the necessary quantity or quality on time or at all)
- (vii) theft, malicious damage, strike, lock-out or industrial action of any kind
- (viii) any delay whether directly or indirectly attributable to or resulting from the failure in chips, programmes, software or hardware or other component whether of a computer or other mechanical or electrical appliance
- (ix) any cause or circumstance whatsoever beyond the Seller's reasonable control.

- b) The Seller shall make or cause Delivery of The Goods in accordance with 1d) of these Conditions.
- c) The Seller shall have the option to make Delivery of The Goods by instalment. Such Delivery of The Goods by instalment shall be treated as a severable contract in respect of each instalment.
- d) A minimum of 24 hours' notice will be given by The Seller to The Purchaser of the estimated time of delivery of The Goods.
- e) The Purchaser its servants or agents shall sign the delivery/consignment dockets upon delivery of The Goods. The absence of any such signature shall not negate the delivery of the goods as previously notified by the Seller.

8 RISK

Upon Delivery of The Goods, the risk in The Goods shall pass the The Purchaser.

9 QUANTITY

Any variation between the quantity or description of The Goods ordered and the quantity or description delivered shall not entitle The Purchaser to refuse to accept Delivery but the Seller shall remain liable to make Delivery of any balance of The Goods in accordance with 1d) and 7a) to 7d) of these Conditions within a reasonable time.

10 QUALITY

- a) The Seller warrants that The Goods are of good and satisfactory quality at the time of Delivery.
- b) Any defect in or damage to The Goods must initially be noted on the delivery docket followed by notification in writing to The Seller by The Purchaser within three working days of Delivery. Time shall be of the essence in this respect. After such period The Purchaser shall be deemed to have accepted Delivery of The Goods as ordered.
- c) Only if the time limit for notification in sub-clause b) above shall be held to be void or unenforceable, the obligation in sub-clause b) above shall be modified so that The Purchaser must give notification in writing to The Seller as soon as reasonably practicable and The Seller's obligations in Clause 11 below shall be modified accordingly.
- d) The purchaser is solely responsible for having suitable and correct offloading equipment for materials ordered – APL take no responsibility for any damage caused to goods by incorrectly used or unsuitable handling/offloading equipment

11 SELLERS LIABILITY FOR DAMAGED OR DEFECTIVE GOODS

- a) Where The Seller is notified within three working days of Delivery of The Goods that The Goods were upon Delivery damaged or defective in

manufacture The Seller may at his option and as quickly as circumstances reasonably permit either remedy the damage or defect or delivery new goods in exchange for The Goods that are damaged or defective at The Seller's expense.

- b) In the event of any breach of express, implied or statutory warranty by The Seller or in the event of any other claim against The Seller in respect of The Goods supplied that are damaged or defective neither The Purchaser nor any third party shall be entitled to recover from The Seller any damages whatsoever save in relation to personal injuries or death.

12 PAYMENT

- a) Payment for The Goods shall be made in full within thirty days of Delivery and time shall be of the essence in this respect. If Delivery of The Goods shall take place by instalments payment for each instalment of The Goods shall be made in full within thirty days of Delivery of each instalment and time shall be of the essence in this respect.
- b) In the event of The Purchaser delaying payment or any part thereof beyond the said thirty days The Seller shall, without prejudice to any other rights or remedies of The Seller, be entitled to charge:
 - (i) Interest at a rate of 1.5% per month (compounded) or part thereof
 - (ii) any costs incurred by The Seller or any third party on the Seller's behalf in the collection of any delayed payment.
- c) In the event of The Purchaser failing to make payment for an instalment of The Goods the Seller may without prejudice to any other rights or remedies of The Seller, refuse to deliver any further instalment until payment therefore in full plus interest calculated in accordance with sub-clause b(i)) and/or may determine the contract between The Purchaser and The Seller.
- d) In the event of APL reasonably anticipating (solely at APL discretion) the purchaser not to pay invoices by due date, or purchaser threatening or communicating not to pay invoices by invoice due date, the purchasers credit account will be immediately withdrawn and all outstanding invoices and futures invoices will be required to be paid in full before the release of any materials and/or processing of orders

13 LIABILITY FOR LOSS OR DAMAGE

- a) In any event and notwithstanding anything contained in these Conditions The Seller shall not under any circumstances be liable to The Purchaser in contract or tort including but not limited to negligence or statutory duty or otherwise howsoever and whatever the cause thereof for
 - (i) any increased costs or expenses or
 - (ii) loss of any revenue, profits, savings, contracts, business or (iii) any special, indirect or consequential damage of any nature whatsoever.
- b) In any event The Seller's liability under these Conditions shall in no circumstances exceed the value of the Purchaser's Order unless The Seller's liability is in respect of a part or instalment of The Goods in which event The Seller's liability shall in no circumstances exceed the proportionate value of The Purchaser's Order of that part or instalment of The Goods.
- c) The Seller shall be entitled to set off against any monies due to The Purchaser in respect of any breach by The Seller of the contract between The Seller and The Purchaser on these Conditions any sums

APL GENERAL NOTES

APL TERMS AND CONDITIONS OF SALE (12.22) – CONTRACT OF SUPPLY

due to the Seller from The Purchaser in respect of any other agreement between The Seller and The Purchaser whether or not the same incorporates these Conditions.

- d) Save by prior written agreement, the Purchaser shall not be entitled to set off against any monies due to The Seller any claim by The Purchaser against The Seller in respect of the contract between the Seller and The Purchaser on these Conditions or any other agreement between The Seller and The Purchaser whether or not the same incorporates these Conditions.

14 RETENTION OF TITLE

- a) The Seller shall retain title to The Goods and property shall not pass in The Goods to The Purchaser until The Purchaser has paid in full for The Goods.
- b) Until such time as property has passed to The Purchaser The Seller shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any or part of The Goods in which title remains vested in The Seller whether The Goods are fixed or unfixed, incorporated into the works of The Purchaser or not
- c) For the purpose specified in sub-clause b) above The Seller, its servants or agents shall be entitled at any time and without notice to enter upon any premises where The Goods are installed, stored or kept or are reasonably believed so to be.
- d) Subject always to sub-clauses a) to c) above The Purchaser may deal with or use The Goods in the ordinary course of its business but must not warrant, transfer, vest or in any way imply or pass over any title to The Goods to any other party whether in contract or otherwise.
- e) Any sums received by The Purchaser in respect of any sale or other disposition of The Goods to another party shall be held by The Purchaser in a fiduciary capacity for The Seller to the extent that the price for The Goods due to The Seller from The Purchaser remains unpaid.

15 INSURANCE

The Purchaser shall keep The Goods comprehensively insured after Delivery wherever The Goods are kept or stored and shall be responsible for keeping The Goods in good condition.

16 INSOLVENCY OF THE PURCHASER

If prior to Delivery The Purchaser shall be adjudicated bankrupt, have a receiving order made against him, or being a company shall pass a resolution for winding up or suffer a winding up order to be made against it or have an Administrator or Receiver appointed over the whole or any part of its assets, The Seller may elect not to deliver The Goods other than against payment in cash of the purchase price in full.

17 PROPER LAW AND FORUM

These conditions and the agreement between The Seller and The Purchaser shall be governed by and construed in accordance with English law and the Seller and The Purchaser both agree to submit to the exclusive jurisdiction of the English courts in respect of any claim, dispute or matter arising under, or in connection with, or in any way related to, these Conditions and the agreement between The Purchaser and The Seller, save only that "Scottish" shall be substituted for "English" herein if the Purchaser is domiciled in Scotland.

18 SEVERABILITY

If any term, clause, sub-clause or provision or any part thereof in these Conditions shall be held to be illegal or unenforceable under any

enactment or rule of law such term, clause, sub-clause or provision or part thereof shall to that extent to be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions shall not be affected.

19 WARRANTIES GUARANTEES AND CALCULATIONS

Where it is agreed that the seller shall provide warranties and/or guarantees and/or structural, thermal, gutter calculations etc in relation to the goods supplied. It shall be a condition of supply that any such warranty, guarantee or calculation(s) may be lawfully withheld subject to the seller receiving full and final payment in respect of all goods supplied, all outstanding invoices paid in full and payment of all costs incurred by APL in order to receive monies for all invoices. No partial warranties will be issued. This clause does not affect the purchaser's statutory right. In the event that any such warranty, guarantee or calculation is provided prior to final payment, the seller reserves the right to withdraw any such guarantee or warranty subject to final payment.

20. BREXIT CLAUSE

Due to the uncertainty surrounding the implementation of Brexit and the UK leaving the European Union, Architectural Profiles Ltd (APL) reserve the right to pass on any additional taxes, costs or import duties at cost to its customers for all material imported into the UK; APL cannot be held responsible and will not accept liability for any import delays which may impact deliveries to its customers; this clause will remain in force regardless if there is an agreed Brexit deal or a 'No Deal' scenario; all costs relating to the import of material for customer orders will not be borne by APL and will be added to existing quotes or orders already issued

21. RETURN OF GOODS

APL may accept the return of some goods but this is at APL's discretion. If goods are accepted for return, there will be a 35% re-stocking charge (charged on the higher of the current item price or price at time of delivery) PLUS the cost of collection

22. BULK ORDERS

The total £ value (with min 95% of each specified item and upto 100% at APL's discretion) of bulk orders will be invoiced no later than 6 months from date of originally requested delivery date – even in the event that materials have not been ordered. No less than 95% (upto 100% at APL's discretion) of the £ value of each specified item on the bulk order will be charged

23. STORAGE COSTS

APL will charge a **minimum** of £25 per 500LM of material per calendar day for storing materials more than 30 calendar days from the purchasers originally requested delivery date. In the event that any storage costs are charged, all outstanding invoices must be paid before release of goods from storage. All goods under storage remain the property of APL.

24. FILM REMOVAL

Protective film should be removed no more than 4 weeks after delivery to site/date of production; film should be left on during initial temporary fix/installation to ensure constant directionality but care to be taken as to not fully-fix before film is removed to stop snagging. Where material has either been produced by APL for more than 4 weeks or is in coil form for more than 4 weeks due to not having received final cut lengths from you or any other delays not caused directly or indirectly by APL, APL take no responsibility for the film or any residue/removal