



1. Definitions

"We" means Solartek Films Limited, "Quotation" or "Estimate" means the quotation given overleaf or herewith or where these conditions are appended to a delivery note or invoice application for payment or acknowledgement of order, the quotation or estimate supplied to you previously by us. "You" means the Purchaser, the person, firm or Company placing the order to whom the quotation, invoice, delivery note, application for payment or acknowledgement of order is addressed. "Goods" and/or "services" means the subject of the order or the contract. "Order" means your instructions to us to supply the goods and/or services. "Contract" means the contract formed by our acceptance of your order.

2. The Price

All prices are exclusive of VAT and, unless specifically otherwise indicated, are strictly NETT and are based upon the costs current at the date of the Quotation or Estimate. Unless otherwise stated the prices will be valid for 30 days from the date of quotation/estimate. However, we reserve the right to make additional charges in respect of all increases in the costs of labour, materials, plant and overheads occurring after the date of the Quotation/Estimate.

3. Acceptance of Order

An order is accepted exclusively upon these Conditions of Sale (including any Special Conditions of Sale stated to be incorporated) and no other conditions, terms or other representations whatever referred to in negotiations or set out in the order or otherwise shall be incorporated in the Contract unless expressly so agreed by us in writing.

4. Termination of the Contract by Us

a) We may terminate the contract forthwith by written notice to you upon the happening of any one of the following events:

- i) where full payment of any instalment of any retention money due has not been received by us in accordance with condition 5 hereof. We may at our option and without any prejudice to any other rights which we may have under the contract suspend all further deliveries or works or remove from site unfixated or otherwise materials; tools, tackles, plant and the like in the event of successful negotiation for the resumption of the work, the costs of cessation and resumption shall be borne by you.
- ii) where, you being an individual, commit any act of bankruptcy; or being a corporation go into liquidation or appoint a receiver of all or any of your assets or by virtue of Section 518 of the Companies Act 1985 are deemed unable to pay your debts.
- iii) where you are in breach of any of these Conditions of Sale.
- iv) where you are in breach of any other contract with us.

b) In the event that the contract is terminated in accordance with conditions 4(a) above, then, without prejudice to any other rights that we may have:

- i) we shall be entitled to retain any advance payment made by you.
- ii) all our obligations and liabilities under the contract will cease forthwith and all warranties given by us, expressed or implied, shall become invalid.

5. Payment Terms

- a) Risk in the goods supplied shall pass to you on delivery; the property in the goods shall not pass to you until all outstanding debts have been paid for by you in full and until that time you shall hold any goods in a fiduciary capacity on our behalf and shall store the goods separately from any other goods on your premises clearly identifiable as our property.
- b) Unless you have an approved ledger account with us we shall require from you a deposit of 50% of the price from you for carrying out any works and the balance shall be payable immediately upon completion of the Order (the "Due Date"). Where goods only are supplied, the full price becomes payable on delivery (the "Due Date").
- c) For approved account customers payment is due not later than the last day of the month following the month of the date of our invoice (the "Due Date").
- d) If you delay in making payment we shall be entitled to charge interest on the sum due (inclusive of value added tax) at the rate of 8% above the Nat West Bank Plc base rate from time to time from the due date until the date of actual payment.

6. Damages

We shall not be liable for any loss, damage or injury, direct or indirect, actual or consequential, caused by defective goods or services supplied irrespective of whether such claims are based on breach of Contract or Tort.

7. Force Majeure

We shall not be under any liability for any failure to perform any of our obligations under the Order due to any cause not within our control (including without limitation, lock-outs, strikes or other industrial disputes, inclement weather conditions). Following notification to use of such cause, we shall be allowed reasonable extension of time for the performance of our obligations.

8. Defects

- a) You shall inspect the goods delivered and/or the work carried out immediately and shall notify us in writing within 7 days after delivery or execution of the works of any defect. If no such notice is received, within the stipulated 7 days, the goods supplied or the works executed will be deemed to have been supplied in accordance with the Order and to have been accepted by you.
- b) If upon inspection by us the goods delivered and/or works carried out by us are found to be defective and our decision on the matter shall be final – we may in our absolute discretion at our own expense replace or otherwise make good the same subject to the payment by you of any materials not previously ordered or supplied and which may additionally be required to make good the defect.

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9. Delivery/Fixing/Works

The following additional clauses shall apply where the goods are to be fixed or delivered on site or at your premises by us:

- a) The work (meaning the supplying and fixing of the goods by us) will be carried out during our normal working hours unless otherwise stated. Daywork Rates will be charged for any time lost whilst our operatives are unable to proceed due to any reason beyond our control.
- b) In the event that we have accepted an order for fixing goods by others supplied on this site this shall be done at your risk and no liability for loss or damage attributable to defects in such goods shall be accepted by us.
- c) Whilst we shall take every care and precautions practicable, we shall not be liable for damage to or for breakage when handling, working with or transporting your own glass or other property.
- d) Where we have prepared working drawings such drawings will be approved by you and we shall not be liable in respect of work shown thereon which has been or is to be carried out by others.
- e) The work shall be executed within the period of time stated in the Quotation or in accordance with a programme of work agreed in writing with the proviso that any dates stated in the Quotation shall be subject to confirmation after all working sizes and measurements have been taken and agreed in writing. We shall be afforded proper access to site to enable working sizes and measurements to be taken. Any alterations or deviations from such programme shall thereafter only be made by mutual agreement.
- f) You must give the minimum period of notice stated in the Estimate/Quotation in writing before we are obliged to commence work on site.
- g) You shall supply and erect, adjust and dismantle at no cost to us all scaffolding to comply with statutory requirements, boarded out at levels to suit our requirements and acceptable as being suitable and safe for our work to be performed and also suitable lifting gear as deemed necessary by us.
- h) You shall provide on site at no charge to us:
 - i) all equipment and facilities required to enable us to fulfil the requirements of the building (Safety, Health and Welfare) Regulations, the Factories Act, Construction, (Design and Management) Regs, and all other applicable requirements, or legislation.
 - ii) all other facilities to enable us and our operatives to execute our work
- i) Orders for supply only are accepted on the understanding that our liability for delivery ends on the tailboard of our vehicles. You are responsible for the unloading of the goods and also for any damage to the goods during unloading, howsoever caused.
- j) It should be noted that installed film on flat glass surfaces are not expected to have the same level of visual quality as glass, and that visible light reflection can be changed.
- k) It should be noted that installed film has a discrete time for full adhesion to be affected that this time period is referred to as the adhesive cure time, with typical cure times, as given here, being extended or shortened according to local climatic conditions.

Typical cure times	Film Thickness in microns	Typical Cure Times in Days
	Up to 100	30
	100 to 200	60
	200 to 300	100
	300 to 425	140

- l) It should be noted that effects during cure, such as water bubbles, water distortion, and water haze are not to be regarded as defects.
- m) The glass with applied film shall be viewed at right angles to the glass from the room side, at a distance of not less than 2 metres, this should be done in natural daylight and not in direct sunlight and assessment should be of the normal vision area with the exception of a 50 mm wide band around the perimeter of the glass. The installation will then be deemed acceptable if any of the following are unobtrusive:- dirt particles, water haze, hair and fibres, scores and scratches, adhesive gels, film distortion, finger prints, creases, insects, air bubbles, edge lift, nicks and tears.
- n) It should be noted that edge gaps will normally be 1 to 4mm with 1 to 5mm being acceptable for films of equal or greater than 175 micron and combination solar control safety films
- o) It should be noted that splicing of films is necessary where large panels of glass are treated and is not a defect. The two pieces of film may be butt jointed and will be closed but not touching.
- p) Film supplied or applied to glass under 0.5 square metres will be charged for as 0.5 square metres.
- q) No allowance has been made in the quotation/estimate/price for any item of building work, making good, decoration or redecoration.
- r) Please note that in the event that the glass to which the film is affixed is already cracked or has been improperly installed, then such glass may crack further or break after the fixing of the film without there being any defect in the film, and in such circumstances we shall have no liability to you for loss or damage, whatsoever.
- s) Please note all conventional shading systems, including solar control film alter the thermal stresses within glazed panes of glass and in the event of concern you should refer to our thermal stress data and/or order trial applications.
- t) Please note the film application should not be cleaned until after the cure time period and then only with non abrasive materials.

10. Cancellations

In no circumstances can orders for goods made to your specific requirements be cancelled by you once we have commenced manufacture or have ourselves placed an order with a third party and you will be obliged to pay for the goods in full. Orders for goods kept in stock may be cancelled or returned only with our prior written consent. In the event of such a cancellation you will be obliged to pay a restocking and handling charge and any administration cost involved.
E. & O.E.



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