

**DECORA BLIND SYSTEMS LTD
CONDITIONS OF SALE**

1) DEFINITIONS

The "Company" shall mean Decora Blind Systems Ltd. 1 Ferguson Drive, Knockmore Hill Industrial Park, Lisburn, Co. Antrim, BT28 2FL.

"Goods" shall mean all the articles, products and material supplied, manufactured or otherwise dealt in by the Company.

"Customer" shall mean the person, firm or company with whom the contract is made.

"Contract" shall mean the contract between the Company and the Customer for the sale of the Goods into which these conditions are incorporated.

"Order" shall mean the written or oral order placed by the Customer.

"Writing" and "Written" shall include facsimile transmission and E-Mail and any comparable means of communication.

2) GENERAL

2.01 All quotations are given and all orders are accepted on these terms and conditions which supersede any other terms appearing in the Company's price list, documentation or elsewhere.

2.02 The Customer acknowledges that there are no representations outside these terms which have induced it to enter into the Contract and that these terms and conditions alone shall govern and be incorporated into the Contract for the sale of Goods by the Company to the Customer.

2.03 No modification nor any variation of these terms and conditions shall have any legal effect whatsoever unless made by an express written agreement signed by a director of the Company.

2.04 The Company reserves the right to correct any clerical or typographical errors contained in any document or information issued by the Company and without any liability on the part of the Company.

2.05 All orders placed with the Company must be in writing. Orders sent in confirmation of telephone instructions shall be clearly marked as such by the Customer. The Customer shall be liable for any additional cost or expense incurred by the Company either because of the customer's failure to clearly mark the Order "Confirmation only" or to provide a written order.

3. QUOTATIONS

3.0 Quotations are subject to withdrawal at any time before acceptance by the Company of any order from the customer and shall be deemed to have been withdrawn unless so accepted within 14 days from the date of offer.

3.2 The Quotation does not form an offer capable of acceptance by the Customer but merely an invitation to the Customer to make an offer in accordance with the terms of the quotation. The Contract shall not come into effect until the Company has dispatched the Acknowledgement of Order to the Customer.

3.3 Cancellation of the Order shall be a breach of contract entitling the Company to compensation by the Customer.

4. THE GOODS

4.1 All descriptions, illustrations, price lists, advertisements and samples are intended merely to present a general idea of the Goods and are provided for information and guidance only and nothing contained in any part of them shall form any part of the Contract.

4.2 The Customer shall satisfy itself that the Goods are suitable for any product or application for which they are to be used.

4.3 Any representation or an opinion made orally by an employee of the Company which materially affects the Customer's decision to place an order for the Goods, the Customer shall ensure that such details are confirmed in writing and signed by a director of the Company so as to form part of the Contract, otherwise no liability can be accepted by the Company.

5. THE PRICE

5.1 Subject to the provision of Clause 5.2 prices for the Goods shall be those set out in the Company's price list current at the time of Contract or as otherwise agreed in writing and signed by a director of the Company.

5.2 The Company reserves the right to increase the price of the Goods before delivery by an amount equal to any increase which may have arisen in the cost to the Company of acquiring and delivering the Goods.

5.3 The prices given in any quotation by the Company are estimates only and may be varied by the Company in its sole discretion and prices quoted are for quantities expressed. Any variation in quantity may entitle the Company to vary the price quoted.

5.4 Cutting surcharges shall apply to certain fabrics and components in accordance with the Company's current price list.

5.5 Prices for Goods shall be "ex works" and the Customer shall be charged for all delivery expenses at the cost to the Company.

5.6 The price is exclusive of any Value Added Tax.

6. CANCELLATION

6.1 The Customer may not cancel the Contract without the previous written consent of the Company, which if given, shall be deemed to be on the express condition that the Customer shall indemnify the Company against the loss, damage claims or actions arising out of such cancellation.

7. PAYMENT

- 7.1 No Customer shall be granted a credit account unless first applied for in writing and approved in writing by a director of the Company.
- 7.2 Unless otherwise agreed in writing by the Company, terms of payment are strictly nett, Payment must be made in Pounds Sterling in the United Kingdom. Payment in Euros will also be acceptable.
- 7.3 Payment for the Goods shall be made not later than the 21st Day of the Calendar month following the month of invoice.
- 7.4 Time of payment shall be the essence of the Contract.
- 7.5 Without prejudice to the right of the Company to payment in accordance with the terms above, the Company at its discretion, shall have the right to charge interest in respect of all or any outstanding sums from the due date for payment until payment in full (including all interest due) is received by the Company and shall be payable at the rate of 3 per cent over the base lending rate for the time being of the Bank of Ireland at Belfast and shall accrue from day to day.
- 7.6 Payment of the price in full by the due date shall be a condition precedent to future deliveries under the same or any other Contract existing between the Company and the Customer.
- 7.7 The Company reserves the right to review the Customers credit status on an ongoing basis.
- 7.8 Without prejudice to (Clause 8.3) any complaint by the Customer in respect of the quality or state of part of the order will not affect the liability of the Customer to make payment within the terms herein in respect of the remainder of the Order.

8. DELIVERY

- 8.1 Delivery dates or times stated in Quotations or order acknowledgements shall not be legally binding and are reasonable estimates only which the Company will make reasonable endeavours to meet. Time shall not be of essence of the Contract.
- 8.2 It is the Customers responsibility to fully inspect all Goods at the time of delivery. Inspection should cover Quality State and confirmation that the Goods conform to the Customers Order.
- 8.3 The Customer shall notify the Company in writing of any claim for damaged or faulty Goods or non-conformation with the Customers Order within three days of delivery.
- 8.4 The Customer shall notify the Company in writing of non-delivery within ten days of the invoice date and failure to do so by the customer will render void any possible claim of any nature against the Company arising out of non – delivery.
- 8.5 UNDER NO CIRCUMSTANCES SHALL GOODS BE RETURNED UNLESS AGREED BY THE COMPANY IN WRITING. NO CREDIT WILL BE GIVEN FOR GOODS RETURNED WITHOUT THE COMPANY'S PERMISSION OR WHERE THE COMPANY HAS NOT ARRANGED THE COLLECTION OF SUCH GOODS.**
- 8.6 The Customer shall be responsible for ensuring that the Goods being returned are packaged suitably and are accompanied by a packing note stating the Customers name and address along with the Company's delivery note number and delivery date.
- 8.7 THE COMPANY SHALL NOT BE LIABLE IN ANY CIRCUMSTANCES FOR DEFECTS IN FABRICS ONCE THE FABRIC HAS BEEN CUT OR USED IN ANY WAY BY THE CUSTOMER.**
- 8.8 Provided that the Customer has complied with the terms of clauses 8.3, 8.4 and 8.5 above and at its discretion the Company finds the Goods defective in quality or state the Company at its option shall either: -
- a) Replace the Goods by delivering replacement goods to the original place of delivery as soon, as is reasonably practicable.
 - b) Refund the nett invoice value of the defective Goods by means of credit to the Customers account or where the Customer does not hold an account with the Company by repayment.
 - c) Repair the Goods free of charge to the Customer.
- 8.9 The Company at its option may cancel or suspend (or suspend and later cancel) the delivery of all or any of the Goods in the event of default by the Customer in making payment due under the Contract or under any other Contract between the Company and the Customer or in the event that the Customer shall die or become bankrupt or being a Company shall be deemed by virtue of Section 123 of the Insolvency Act 1986 to be unable to pay its debts, enter into liquidation or have a receiver appointed of its undertaking property or assets or any part thereof or offer or enter into any agreement or composition with its Creditors or suffer the appointment or the presentation of a petition for the appointment of a Administrator or be subject to any winding up order or presentation thereof.

9. RETENTION OF TITLE

The following provisions shall apply to all Goods which under the Contract the Company agrees to supply to the Customer. No failure of the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's rights under this clause.

- 9.1 The property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other sums owing to the Company by the Customer on any account.
- 9.2 Risk of loss or damage to the Goods shall pass to the Customer at the time the goods are delivered by the Company to the Customer. Delivery of the Goods shall take place: -
- a) Should the contract include carriage of the Goods by the Company where the Goods are unloaded at the place for delivery specified by the Customer in the event that the Customer fails to specify an address to the address which the Customer carries on business.
 - b) Where the Goods are handed over to the Customers carrier.
 - c) Where the Customer collects the Goods from the Company's premises.

9.3 The Customer in the event of any sale or disposal of the Goods shall hold on trust for the Company the whole of the proceeds.

9.4 If the Customer fails to make payment of any sum owing in accordance with the Terms of Payment herein then the Company shall be entitled to immediate return of all Goods supplied by the Company to the Customer in which the property has not passed to the Customer and the Customer hereby authorises the Company to enter any premises of the Customer or any third party and recover the Goods. Demand for or recovery of the Goods by the Company shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the Goods or the Company's right to sue for the whole of the price.

9.5 Upon Delivery of the Goods the Customer shall hold the Goods solely as the Company's fiduciary agent and bailee. The goods shall remain the property of the Company until such time as the Customer shall have paid the Company the full purchase price of the Goods and all other sums owing to the Company from the Customer.

9.6 The Customer shall keep the goods separate from those of the Customer and third parties and properly stored and identified as the Company's property.

9.7 The Customer shall be entitled to resell or use the Goods in the ordinary course of its business. The proceeds of sale of the Goods or any product incorporating any of them shall belong to the Company. The Customer shall immediately upon the receipt of the proceeds of the sale and whether or not payment has become due under paragraph 7 hereof remit to the Company the full purchase price of the Goods sold on (less any part which has already been paid) and all other sums owing by the Customer to the company. The Customer shall keep all such proceeds separate from any monies or property of the Customer and third parties and shall hold such monies as trustee and agent for the Company.

9.8 Until such time as the Customer shall have paid the Company the full purchase price of the Goods and all other sums owing to the Company from the Customer the Company shall be entitled at any time to enter upon any premises of the Customer or any third party. where the Goods are stored and do all other things necessary to recover the Goods or any part thereof.

9.9 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) immediately become due and payable.

9.10 The Customer shall not be entitled to dispose of any property in the Goods (by sale or otherwise) to the holding company of the Customer or to any subsidiary of the Customer or any such holding company.

9.11 The Customer shall maintain all appropriate insurances in respect of the Goods from the date on which risk therein passes to it.

10. SPECIFICATION

10.1 All specifications and particulars of dimensions submitted by the Company are approximate only and the descriptions, colours and illustrations contained in any catalogue price list or advertisement material are intended merely to present a general idea of the Goods and none of them shall form part of the Contract. The Company may change any such specifications and particulars without notice at any time.

10.2 The Customer is responsible for ensuring that the Goods ordered are sufficient and suitable for its purposes. The Customer will not rely on any opinion as to the suitability of Goods for any particular purpose offered by any employee, sales person or agent of the Company unless such opinion is confirmed in writing by a Director of the Company.

10.3 The Company makes no warranty express or implied in connection with any technical advice or recommendations made by it to the Customer.

10.4 It is the responsibility of the Customer to ensure that all specifications supplied by the Company are accurate and the Company accepts no responsibility or liability therefor.

10.5 Samples and cuttings supplied by the Company are provided for information and guidance only. The Company shall not be required to supply Goods, which provide the exact match either in colour or quantity to the sample.

10.6 Where the Customer requires a colour match the Company shall provide a stock cutting and batch number. The Customer on ordering such Goods shall specify the batch number of the stock cutting.

11. GUARANTEE

11.1 At its absolute discretion the Company will repair or replace free of charge any piece of equipment or part thereof which is found to be faulty in either materials or workmanship within six calendar months from the date of dispatch from the Company's premises. The Company shall not be liable for wear and tear. Any piece of equipment, which is subject to repair or replacement, must be returned at the Customer's expense to the Company's manufacturing premises.

The Company's liability under this clause shall cease if: -

- a) The Customer has not paid in full all invoices for the equipment supplied by the Company within the time stipulated by these conditions.
- b) The Company is denied full and free right of access to the equipment.
- c) The equipment has been damaged or its operation impaired due to defective or incorrect installation by the Customer.
- d) The Equipment has been misused by any Third Party.
- e) Any repair maintenance, replacement of parts or adjustments to equipment is carried out by persons who are not employees of the Company.
- f) The Customer uses any spare parts or replacements not manufactured by the Company or on its behalf or supplied by the Company.
- g) The Equipment has not been properly maintained.
- h) The removal of any label or tag.

11.2 The Customer shall only be entitled to such benefits that the Company may have received for any part not of the Company's manufacture such as electric motors, electronic components and controls. In any event the warranty given by the Company will not exceed the Warranty given by the manufacturer or supplier of the Goods to the Company.

11.3 The Company will not in any event accept any liability arising in respect of any loss or damage or deterioration in condition to any Goods sold caused by usage, shrinkage, cleaning or other processing, atmospheric conditions or assembly making up and installation or general application.

11.4 The Company shall not be liable to the Customer for any indirect consequential or special loss damage or injury whether foreseeable or not to the Customer or to the Customer's property howsoever, whensoever or wheresoever arising out of the Customer's purchase use or resale of

the Goods or any breach of contract negligence or breach of any duty by the Company and in particular shall not be liable for financial loss, loss of profits, loss of business or contracts, loss of operating time or loss of use or liability to third parties.

11.5 Goods sold as "second quality" are sold as seen without warranty and with all faults whether or not the goods have been inspected by the Customer prior to delivery. Any description of the Goods provided by the Company is given in good faith but the Company can accept no responsibility for its accuracy. Under no circumstances will the Company be under any obligation to replace or make good such Goods or entertain any claim whatsoever in respect thereof.

12. LIMITATION

The Guarantee given under clause No.11 herein shall be the limit of the Company's liability. The Company in no circumstances whatsoever shall be liable:

- a) For any direct or indirect loss or damage caused by or arising out of the supply and/or use of any goods supplied by the Company or caused by or arising out of any defect or failure in such Goods.
- b) For any loss or damage in excess of the invoiced price of the Goods or the part of the Goods which are defective whichever is the lesser.

13. CONSUMER PROTECTION

13.1 Where the Customer resells the Goods (Whether or not incorporated in or converted into other products) the Company shall not be subject to any liability under the Consumer Protection Order 1987 in respect of any defective products, as between the Company and the Customer and as between the Customer and any ultimate Consumer.

13.2 The implied terms (with the exception of implied terms relating to title) contained in the Sales of Goods Act 1979 and the Supply of Goods and Services Act 1982 all conditions warranties or other terms expressed or implied by statute or otherwise are expressly excluded to the extent permissible by law save in so far as expressly contained herein or otherwise expressly agreed by the Company in writing.

13.3 The Customer shall be liable to be joined into any action brought against the Company relating to product liability and shall be fully liable for any defects due to its fault or negligence.

13.4 The Customer shall fully indemnify the Company against all costs, losses, expenses and damages suffered or incurred by or awarded against the Company in respect of such claims. The Company shall not be under any liability whether under contract tort or otherwise in respect of defects in the Goods or failure to correspond to specification or sample or for injury damage or loss resulting from such defects or from any installation repair or any work done in connection therewith.

14. PERFORMANCE

14.1 If the Company is delayed in or prevented from performing the Contract or any part due to any circumstances beyond its reasonable control the Company may cancel or suspend the whole or part of the Contract without any liability to the Customer and shall not otherwise be liable to the Customer.

15. INTELLECTUAL PROPERTY RIGHTS.

15.1 All intellectual property rights of whatever nature relating to the Goods supplied shall be and remain the absolute property of the Company (or its licensor thereof) and the Customer shall acquire no rights or license thereto.

15.2 The Company's designs, documents, products, price lists and other information of a confidential nature shall not be copied or disclosed to any person by the Customer without the Company's prior written consent. The Customer shall be liable for procuring that its employees and agents comply with these provisions.

16. FORBEARANCE

16.1 No forbearance, indulgence, time or relaxation on the part of the Company granted to the Customer in respect of any of these terms and conditions shall in any way affect, diminish restrict or prejudice rights or powers of the Company thereunder or operate as or deemed to be a waiver of any breach by the Customer of the Contract.

17. SEVERANCE

17.1 In the event of any of the terms of the Contract being determined to be invalid, unlawful or unenforceable to any extent, such terms or conditions shall be severed from the body of the Contract and the remainder of the Contract shall continue to be valid and enforceable to the fullest extent permitted by law.

18. HEADINGS

The headings contained in these terms and conditions are for ease of reference only and are not to be treated as a guide to interpretation of these terms and conditions.

19. LAW AND JURISDICTION

These conditions shall in all respects be construed on accordance to the Law of Northern Ireland. The Contract shall be governed by and interpreted in accordance with the Law of Northern Ireland and the Customer submits to the jurisdiction of the Courts of Northern Ireland but the Company may enforce the Contract in any Court of competent jurisdiction.

I agree that I have read and understood the terms and conditions as outlined above.

Signed _____ Date _____

Position _____ Company Name _____ A/C Number _____