

VALLEY BLINDS AND TILES
TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

1. Application of Terms.

1.1 All sales of goods and services are made on these terms and conditions (the "Terms") only and no other warranties, conditions or representations are made by Valley Blinds and Tiles Ltd ("Valley") to any customer (the "Customer"). These Terms comprise all terms of the contract between the Customer and Valley. Despite anything stated to the contrary in the Customer's order, the Customer will be deemed to have accepted these Terms on the earliest of (i) the Customer's raising of a purchase order or similar documentation; (ii) the Customer's acceptance of Valley's quotation; or (iii) the Customer's acceptance or use of the goods and/or services (in accordance with clause 3.2). The Customer's conditions of purchase (if any) shall not apply to this contract. No variation of, or addition to, these Terms shall take effect unless agreed in writing by the parties.

2. Orders.

2.1 Unless Valley receives prior written notice to the contrary from the Customer, the person placing or signing the order on the Customer's behalf will be deemed to be authorised to do so.

2.2 The Customer acknowledges that Valley is not an expert in the special requirements of institutions (eg hospitals) for goods or services, and Valley is not responsible for deciding whether any goods or services meet those requirements. The Customer is responsible for informing Valley of any specific requirements it has in relation to the goods and/or services to be provided by Valley. Valley may rely on any instructions or assurances given by Customer representatives as to the suitability of goods or services. Valley accepts no liability for any error in the requirements provided to it by the Customer or for the failure of any goods or services to meet any special requirements that are not agreed in writing with Valley.

2.3 Valley reserves the right to refuse any order, including any order made in response to a quotation. Written quotations are based on costs ruling on the date of the quotation and are valid for a period of 90 days.

2.4 In the event an item ordered by the Customer is either (i) withdrawn from Valley's range of goods, or (ii) modified in any way by the manufacturer of the goods, Valley reserves the right to substitute such item with an item of a similar specification.

2.5 Orders may not be cancelled by the Customer, without Valley's written agreement, after acceptance or deemed acceptance of these Terms in accordance with clause 1.1. Prior to acceptance, cancellation of orders by the Customer must be given in writing. The Customer will reimburse Valley for any and all costs incurred or committed up to the point of cancellation.

2.6 Any variation of, or addition to, an existing order required by the Customer will not take effect unless agreed in writing by Valley.

2.7 Valley reserves the right to not supply goods and/or perform services if at any time it determines, in its reasonable opinion, that it is not reasonably practicable to do so. If requested, Valley will provide a written explanation to the Customer of its reasons for not supplying goods or performing services.

3. Delivery/Installation and Acceptance.

3.1 Delivery or installation times which are quoted by Valley are target times only. Valley reserves the right to vary delivery or installation times and Valley accepts no liability for failure to comply with quoted delivery or installation times.

3.2 The Customer will be deemed to have accepted the goods upon either (i) signing its acceptance of the goods or (ii) the expiry of 7 days following delivery or installation of the goods.

3.3 Valley will not be liable for any discrepancies which are not notified to Valley by the Customer in writing within 7 days from the time of delivery or installation. Goods may not be rejected after they have been used or once they are no longer in the condition in which they were delivered or installed.

4. Payment terms.

4.1 Unless otherwise stated, all prices are quoted exclusive of Value Added Tax which, where applicable, will be charged at the appropriate rate in addition to the price quoted.

4.2 Valley reserves the right to demand a payment equal to 50% of the order value in advance on any order. If the Customer has an approved credit account with Valley, payment is due by the Customer

on or before the date falling 30 days from the date of invoice. Valley reserves the right to withdraw the credit account facility at any time and without notice.

4.3 Without prejudice to any other remedy, Valley may charge interest on overdue invoices, from the due date until the date of payment, on a daily basis at the rate equivalent to an annual rate of 3% above the Barclays Bank plc base lending rate then in force.

4.4 Without prejudice to any other remedy, Valley reserves the right to refuse to complete orders and/or install the goods if the Customer has failed to make all payments due to Valley under this or any other contract.

4.5 The goods in any consignment shall remain the property of Valley until the Customer has paid Valley in full for the goods but the risk and all liability to third parties shall pass to the Customer on delivery or installation of the goods by Valley. Even though title to the goods has not passed to the Customer, Valley shall be entitled to sue for the price of the goods and/or services once payment has become due.

5. Defects and liability

5.1 Valley warrants that all goods supplied under these Terms will be of satisfactory quality.

5.2 Where Valley installs the goods, it will make good, by repair or by the supply of a replacement, any defects which, under proper use, appear in the goods within a period of 12 calendar months after the goods have been installed and which arise solely from faulty design, materials or workmanship; provided always that (a) the Customer promptly notifies Valley of such defects as soon as the Customer becomes aware of them, and (b) that the Customer produces a relevant proof of purchase. The provisions of this clause shall not apply to any goods which are (i) used after a defect has been discovered or (ii) determined, at the sole discretion of Valley, to have been tampered with by the Customer or (iii) not installed by Valley.

5.3 Valley's obligations under clauses 5.1 and 5.2 shall be in lieu of any warranty or condition implied by law, whether as to the quality or condition of the goods or otherwise. All of Valley's warranties, conditions, representations and obligations are expressly contained in these Terms and, to the maximum extent permitted by law, no other warranty, condition, representation or obligation is incorporated in these Terms.

5.4 Any specifications provided by Valley are provided in good faith and are based on information provided by the manufacturer. Such specifications will not form part of any contract between Valley and the Customer.

5.5 Valley shall not be liable for any injury, loss or damage caused by or contributed to or attributable to any goods where (i) Valley supplies but does not install the goods, or (ii) the goods or their installation are modified by anyone other than Valley, or (iii) the goods are not used by the Customer in accordance with any specifications, guidelines or recommendations made for the goods.

5.6 Valley shall not be liable, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (a) for any loss of profit, business, contracts, revenues or anticipated savings, or (b) for any special, indirect or consequential damage of any nature whatsoever

5.7 Valley's total aggregate liability to the Customer under or in connection with this contract and whether in contract, tort (including negligence and breach of statutory duty) or for any other cause of action shall not exceed the amount of any monies paid by the Customer to Valley under this contract.

5.8 Valley shall not be liable to the Customer for any delay or failure in performance caused by circumstances beyond its reasonable control, including without limitation any labour disputes or failure of supplies.

5.9 Nothing in these Terms shall exclude or limit any liability of Valley to the extent that such liability may not be excluded or limited by law, including without limitation liability for death or personal injury caused by negligence, or liability for fraud.

6. Applicable Law and Jurisdiction

6.1 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.