



Price List 2008

PRICE LISTINGS - JANUARY 2008

ALL PRICES EXCLUDE V.A.T.

Breeze Houses

Complete Breeze House

Includes Floor, Handrails and Roof of Timber, underslating and Thatchbor Thatch Tiles

Powder Coated Metal and Thatchbor Thatch Tiles

Optional Extras

Tables, Chairs And Seating

Circular Table (ideal diameter for each building)

Lazy Susans (ideal diameter for each building)

Standard Armchair (ideal number for each building)

High Back Armchair.(ideal number for each building)

High Back Chair (ideal number for each building)

One Standard Armchair Cushion Set

One High Back Armchair Cushion Set

One High Back Chair Cushion Set

Circular Bench Seating-Price Per Section (ideal number of sections)

Circular Bench Stool

Circular Bench Seating Cushions Price Per Set (No. of cushions in set)

Circular Bench Stool Cushion Price Per Cushion (ideal number of cushions)

Circular Back Cushion. Price Per Set (No. of cushions in set)

Café Style Table - Empire - 4 Seater (ideal number for each building)

Café Style Table - Empire - 6 Seater (ideal number for each building)

Café Style Table - Kalahari - 4 Seater (ideal number for each building)

Café Style Table - Kalahari - 6 Seater (ideal number for each building)

Café Style Stool (ideal number for each building)

Café Style Stool Cushion (price per cushion)

Bar Style Table - 4 Seater

Bar Style Stool

Bar Style Tall Table

Heaters And Electrics

6kw Suspended Infra-red Heater with Switch

3kw Suspended Infra-red Heater with Switch

Large Propane Gas Table Top Heater

Medium Propane Gas Table Top Heater

Small Propane Gas Table Top Heater

Set Of Spotlights (inc bulbs)

Spindles, In-Fills, Gates And Flooring

Below Handrail Spindle In-Fills

Above Handrail Spindle

Above Handrail Spindle In-Fills
Prices Per Section (ideal number of sections)

Entrance Gates - Pair

Grooved Decking Flooring - extra charge

Roofs, Linings, Canvas Panel Sides And Straps

Timber Roof (cost in addition to metal)

Cedar Shingle Roof (includes Timber roof)

Canvas Panels Sides - Price Per Panel (no. required for each building)

Canvas Panel Straps - Each (no. required for each building)

Canvas Roof Lining

Clear Canvas Panel Sides - Price Per Panel (no. required for each building)

Special Order

PRODUCT CODES IN GREEN

	OASIS (£)	SAVANNAH (£)	SAFARI (£)	COLONIAL (£)	EMPIRE (£)	KALAHARI (£)
				BH4100 9806.13	BH4150 14369.36	BH4200 17464.18
	BH4030 3228.85	BH4000 3873.19	BH4050 5764.25			
	BH4230 190.51 (76cm)	BH4250 261.62 (120cm)	BH4300 304.04 (152cm)	BH4350 383.06 (165cm)	BH4400 517.06 (200cm)	
		BH4450 75.70 (45cm)	BH4500 106.09 (65cm)	BH4550 123.57 (75cm)	BH4600 134.47 (90cm)	
			BH4650 144.43 (4)	BH4650 144.43 (6)	BH4650 144.43 (10)	
			BH4700 166.98 (4)	BH4700 166.98 (6)	BH4700 166.98 (10)	
			BH4750 152.34 (4)	BH4750 152.34 (8)	BH4750 152.34 (12)	
			BH4800 88.04	BH4850 88.04	BH4900 88.04	
			BH4950 100.00	BH5000 100.00	BH5050 100.00	
			BH5100 97.15	BH5150 97.15	BH5200 97.15	
	BH5230 126.13 (3)	BH5250 163.02 (3)	BH5300 174.77 (5)	BH5350 217.87 (5)	BH5400 214.50 (7)	BH5450 218.29 (9)
	BH5480 90.38	BH5500 94.21	BH5550 95.96	BH5500 94.21	BH5500 94.21	BH5500 94.21
	BH5580 250.34 (3)	BH5600 295.40 (3)	BH5650 441.83 (5)	BH5700 523.79 (5)	BH5750 652.17 (7)	BH5800 838.44 (9)
	BH5830 38.12 (1)	BH5850 39.53 (1)	BH5900 40.89 (1)	BH5950 39.53 (1)	BH6000 39.53 (1)	BH6050 39.53 (1)
	BH6080 185.53(3)	BH6100 199.15 (3)	BH6150 226.04 (5)	BH6200 267.40 (5)	BH6250 363.92 (7)	BH6300 467.90 (9)
					BH6350 261.66 (3)	
					BH6400 304.04 (2)	
						BH6450 264.28 (4)
						BH6500 307.08 (3)
					BH6550 61.36 (12)	BH6550 61.36 (16)
					BH6600 39.53 (12)	BH6650 39.53 (16)
				BH6670 159.00 (5)		
				BH6680 61.36 (5)		
				BH6690 209.00 (1)		
				BH6700 591.49	BH6700 591.49	BH6700 591.49
	BH6750 336.17	BH6750 336.17	BH6750 336.17			
				BH6800 297.23	BH6800 297.23	BH6800 297.23
			BH6850 179.15			
		BH6900 151.66				
	BH6930 109.45 (4)	BH6950 109.45 (4)	BH7000 164.16 (6)	BH7050 164.16 (6)	BH7100 218.88 (8)	BH7150 273.60 (10)
		BH7200 94.68	BH7250 87.11	BH7300 111.28	BH7350 106.89	BH7400 108.89
		BH7450 116.85	BH7500 109.91	BH7550 140.60	BH7600 137.49	BH7650 138.49
		BH7700 199.74	BH7750 192.26	BH7800 249.70	BH7850 225.28	BH7900 230.28
		(3)	(5)	(5)	(7)	(9)
		BH7950 466.30	BH8000 489.91	BH8050 584.64	BH8100 566.60	BH8150 570.60
	BH8180 88.94	BH8200 98.89	BH8250 129.87	BH8300 143.19	BH8350 207.66	BH8400 267.66
	BH8430 289.28	BH8450 316.68	BH8500 524.72	Std.	Std.	Std.
	BH8530 785.87	BH8550 860.77	BH8600 1240.68	BH8650 1073.32	BH8700 1448.17	BH8750 2462.99
	BH8780 114.72 (4)	BH8800 142.21 (4)	BH8850 124.72 (6)	BH8900 138.89 (6)	BH8950 138.17 (8)	BH9000 138.27 (10)
	BH9050 1.74 (8)	BH9050 1.74 (8)	BH9050 1.74 (12)	BH9050 1.74 (12)	BH9050 1.74 (16)	BH9050 1.74 (20)
	BH9080 289.28	BH9100 316.68	BH9150 524.72			
	BH9155 159.32 (4)	BH9160 197.53 (4)	BH9165 174.17 (6)	BH9170 194.85 (6)	BH9175 195.62 (8)	
		BH9200 Price on app.				

Design Services

Ref Code	Description	£ Price Excl.VAT
DS100	Design Service	Price on app.

Thatched Cover Kits

Ref Code	Description	£ Price Excl.VAT
TS100	Umbrella Kits with steel pole - 1550mm	278.14
TS200	Umbrella Kits with steel pole - 2000mm	403.36
TS300	Umbrella Kits with steel pole - 2200mm	536.03
TS400	Umbrella Kits with steel pole - 2700mm	729.35
TS450	Umbrella Kits with steel pole - 2800mm	778.02
TS600	Option circular wooden table for steel pole kits - 900mm	110.11
TS700	Umbrella kits with Eucalyptus poles - 2300mm	527.71
TS800	Umbrella kits with Eucalyptus poles - 2700mm	720.97
TS900	Umbrella kits with Eucalyptus poles - 2800mm	873.50
TS1000	Umbrella kits with Eucalyptus poles - 3300mm	1119.00
TS1100	Umbrella kits with Eucalyptus poles - 3800mm	1499.58
TS1120	Umbrella kits with Eucalyptus poles - 4500mm	2373.57
TS1150	Umbrella kits with Eucalyptus poles - 5000mm	3426.43
TS1200	Oval Gazebo Kit - 2300x4000mm	1434.56
TS1300	Oval Gazebo Kit - 2800x4500mm	1931.62
TS1400	Oval Gazebo Kit - 3300x5000mm	2244.13
TS1700	Special Order	Price on app.
TS1800	Installation	Price on app.

Thatched Umbrella and Table Kits

Ref Code	Description	£ Price Excl.VAT
UT020	4 Seater Circular Table with 1500mm Umbrella	652.71
UT070	4 Seater Circular Table with 2000mm Umbrella	765.94
UT100	6 Seater Circular Table with 2000mm Umbrella	817.86
UT200	6 Seater Circular Table with 2200mm Umbrella	937.94
UT300	8 Seater Circular Table with 2200mm Umbrella	1050.41
UT400	8 Seater Circular Table with 2700mm Umbrella	1225.19
UT500	6 Seater Rectangular Table with 2700mm Umbrella	1208.61

Entrance Canopy and Walkway

Ref Code	Description	£ Price Excl.VAT
CW100	Timber & Thatch Walkway Kit/Canopy	2867.25
CW200	Timber & Thatch Walkway Extension Kit	1961.55
CW300	Special Order	Price on app.
CW400	Installation	Price on app.

Thatching Systems - Thatchbor Thatch Tiles

Ref Code	Description	£ Price Excl.VAT
TT300	Cape Reed Thatch Top Cone 650mm - without clips	39.16
TT400	Cape Reed Thatch Top Cone 1000mm - without clips	59.40
TT550	Cape Reed Eave Section - without clips	15.36
TT600	Cape Reed Standard Tile with clips	15.28
TT700	Cape Reed Heavy Tile with clips	16.47
TT800	Cape Reed Corner Tile 90 deg. - with clips	22.98
TT1000	Tropical Thatch Top Cone 1000mm - without clips	59.40
TT1200	Tropical Standard Tile - with clips	19.66
TT1300	Tropical Corner Tile 90 deg. - with clips	31.97
TT1315	Custom Thatch Top Cone 800mm - without clips	72.23
TT1325	Custom Thatch Eave Section - without clips	15.36
TT1400	Makuti Thatch Tiles	Price on app.
TT1500	Rope - 8mm Sturdee Polypropylene	0.49 per metre
TT1600	Screw Eyes 8mm x 40mm	2.11 per dozen
TT1700	Gate Staples 40mm	1.16 per dozen
TT1800	Special Order	Price on app.
TT1900	Installation	Price on app.

Thatching System - Fibre Thatch Tiles

Ref Code	Description	£ Price Excl.VAT
FT100	Fibre Thatch Top Cone 600mm diameter - without clips	48.09
FT200	Fibre Thatch standard Tile 800mm W x 450mm L - without clips	18.41
FT300	Fibre Thatch Eave Corner Tile 90 degree 200mm W x 260mm L - without clips	24.69

Thatching System - Fibre Thatch Tiles Cont.

Ref Code	Description	£ Price Excl.VAT
FT400	Fibre Thatch Eave Tile 800mm W x 260mm L - without clips	23.90
FT500	Fibre Thatch Eave Section 400mm W x 125mm L x 110mm D - without clips	18.41
FT600	Fibre Thatch standard Tile 800 W x 450mm L - with clips	18.41
FT700	Fibre Thatch Eave Corner Tile 90 degree 260mm W x 200mm L - with clips	24.69
FT800	Fibre Thatch Eave Tile 800mm W x 260mm L - with clips	23.90
FT900	Special Order	Price on app.
FT1000	Installation	Price on app.

Fences and Handrails

Ref Code	Description	£ Price Excl.VAT
F100	Rustic Eucalyptus 800x2000mm width	84.56
F200	Half Pole Scalloped 800x2000mm width	126.20
F300	Uneven Lath 800x2000mm width	60.06
F400	Dropper 800x2000mm width	64.37
F500	Machined Slab 800x2000mm width	71.52
F600	Rustic Anti-Climb 800x2000mm width	94.38
F700	Rustic Diamond Trellis Handrail 800x2000mm width	85.21
F800	Diamond Dropper Trellis Handrail 800x2000mm width	104.86
All the above also available in sizes 1200x2000mm, 1500x2000mm, 900x2200mm & 1800x2200mm		Price on app.
F4100	Special Order	Price on app.
F4200	Installation	Price on app.

Poles & Posts

Ref Code	Description	£ Price Excl.VAT
P050	Eucalyptus Lathes 35 – 55mm Diameter 4200mm length	8.58
P100	Eucalyptus Pole 75 – 100mm Diameter 4200mm length	22.77
P200	Eucalyptus Pole 75 – 100mm Diameter 6600mm length	44.40
P300	Eucalyptus Pole 75 – 100mm Diameter 9000mm length	74.20
P400	Eucalyptus Pole 125 – 150mm Diameter 4200mm length	45.62
P500	Eucalyptus Pole 125 – 150mm Diameter 6600mm length	84.86
P600	Eucalyptus Pole 125 – 150mm Diameter 9000mm length	135.50
P700	Eucalyptus Pole 175 – 200mm Diameter 4200mm length	84.90
P800	Eucalyptus Pole 175 – 200mm Diameter 6600mm length	153.22
P900	Eucalyptus Pole 175 – 200mm Diameter 9000mm length	238.76
P1000	Steel Pole 3x50mm Gauge/Diameter 3000mm length	34.87
P1100	Steel Pole 3x76mm Gauge/Diameter 3000mm length	65.40
P1200	Turned Pine Poles 50mm Diameter 1800mm length	13.59
P1300	Turned Pine Poles 90mm Diameter 3000mm length	28.32
P1400	Turned Pine Poles 120mm Diameter 1800mm length	29.90

Price list continued on back cover

Poles & Posts continued

Ref Code	Description	£ Price Excl.VAT
P1500	Turned Pine Poles 120mm Diameter 3000mm length	54.80
P1600	Turned Pine Poles 120mm Diameter 4200mm length	83.73
P1700	Douglas Fir Posts 120mm Diameter 1800mm length	39.33
P1800	Douglas Fir Posts 120mm Diameter 2100mm length	51.08
P1900	Douglas Fir Posts 120mm Diameter 3600mm length	76.58
P2000	Douglas Fir Posts 120mm Diameter 4200mm length	99.27
P2100	Douglas Fir Posts 150mm Diameter 1800mm length	58.77
P2200	Douglas Fir Posts 150mm Diameter 2100mm length	68.84
P2300	Douglas Fir Posts 150mm Diameter 3600mm length	87.58
P2400	Douglas Fir Posts 150mm Diameter 4200mm length	112.40
P2500	Special Order	Price on app.
P2600	Installation	Price on app.

Delivery costs are not included
Prices are subject to trade discounts

Ceiling Boards, Ropes & Flooring

Ref Code	Description	£ Price Excl.VAT
CB100	Ceiling Board – Large 1220x2440mm	87.19
CB200	Ceiling Board – Standard 600x600mm	23.30
CB300	Special Order Ceiling Board	Price on app.
CB400	Installation Ceiling Boards	Price on app.
R100	A. Zulu rope wide oval 50mmx20mm x 25m Length	125.94
R200	B. Zulu rope oval – 25mmx12mm x 25m length	47.63
R300	C. Buffels Grass Rope – delicate– 2mm Diameter x 25m length	38.75
R400	D. Buffels Grass Rope – braided – 10mmx5mm x 25m length	100.76
R500	E. Buffels Grass Rope – 4 strands – 35mmx6mm x 25 m length	151.78
R600	F. Buffels Grass Rope – 6 strands – 65mmx10mm x 25m length	181.65
R700	G. Buffels Grass Rope – Woven together – 20mm Diameter x 25m length	151.78
R800	Special Order Ropes	Price on app.
R900	Installation Ropes	Price on app.
L100	Eucalyptus Log Flooring – 400x430mm box	17.95
L200	Special Order Flooring	Price on app.
L300	Installation Flooring	Price on app.

Theming Products

Ref Code	Description	£ Price Excl.VAT
TP6000	Special Order	Selection and price on app.



A DIVISION OF THE BREEZE HOUSE GROUP

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TERMS and CONDITIONS

1. DEFINITIONS

In these Terms and Conditions except where the context otherwise requires the following expressions shall have the following meanings:-

"Company" means BREEZE HOUSE COMPANY LIMITED

"Contract" means the contract for sale or purchase of Goods and /or the performance of services.

"Customer" means the person firm or company dealing with the company

"Goods" means the goods to be manufactured and / or supplied by the company pursuant to the contract including any goods substituted pursuant to clause 9 below and any installation or installations under the contract.

"Services" means services, which the company is to perform under the contract.

2. TERMS AND CONDITIONS

The company will only contract to sell the goods subject to these Terms and Conditions. Any order placed by a customer shall be subject to these Terms and Conditions which shall override any terms and conditions which the customer may seek to impose in negotiations in his order on any acceptance of any offer by the company or otherwise and the placing of an order by the customer shall be deemed to be an acceptance of these Terms and Conditions. No variation if these Terms and Conditions shall be valid unless agreed by an authorised representative of the company in writing.

3. EXCLUSIONS LIMITATIONS AND INDEMNITIES

The company contracts on behalf of itself its employees and agents and in so far as any exclusion or limitation of liability or indemnity appears in these Terms and Conditions and the same shall ensure for the benefit not only of the company but also its employees and agents.

4. LIABILITY FOR DEATH OR PERSONAL INJURY

When in these Terms and Conditions the company excludes or limits its liability in respect of any loss or damage the company does not intend or purport thereby to exclude or limit liability for death or personal injury resulting whether wholly or (pro tanto) in part from its own negligence or that of its employees or agents and these Terms and Conditions shall take effect accordingly.

5. QUOTATIONS

Any quotation is provided by the company as an invitation to treat and is subject to confirmation by the company upon receipt of the Customers order; the Contract shall be made only when and subject to the terms upon which the Customers order is accepted by the Company.

6. PRICE

Unless otherwise expressly agreed by the Company in writing the price of the Goods and / or Services shall be the Company's price current at the date of acceptance of the Customers order. The Company reserves the right to increase the price to reflect any increase in the cost to the Company of any factor beyond the control of the Company including without limitation any currency exchange fluctuation or regulation or alteration of duties. All prices are exclusive of VAT and of charges for packaging transport and insurance unless otherwise stated in writing.

7. PAYMENT

All Part Payments and Deposits are Non-Refundable as standard.

Unless otherwise agreed in writing the Company shall be entitled to invoice the Customer on or at any time after delivery of any Goods or performance of any Service or (where goods are to be collected by the customer) at any time after the Company has notified the Customer that the Goods are ready for collection. The Company reserves the right to supply Goods or perform Services by installments and to render a separate invoice in respect of each installment. Unless otherwise agreed payment of the price plus VAT together with any other charges shall be made promptly by the customer in full without any deduction, set off or counterclaim on or before the last day of the month following invoice and time of payment shall be of the essence of the Contract. All and any monies remaining due and unpaid to the Company after the due date shall bear interest at the rate of 4% above the base rate for the time being adopted by the Company's Bank. If the Company has to instruct solicitors or other agents to recover monies owed by the Customer the Customer will indemnify the Company in respect of all fees and costs payable by the Company to such solicitors or agents.

8. DELIVERY

8.1 Delivery of any Goods shall be made by the Customer collecting the Goods at the Company's premises after the Company has notified the Customer that the Goods are ready for collection or if some other place for delivery is agreed by the Company delivering the goods to that place. Unless otherwise agreed in writing it shall be the responsibility of the Customer to collect Goods, which are to be collected immediately upon being notified that the Goods are available for collection.

8.2 If the Customer fails to take delivery of any Goods then (without prejudice to any other right or remedy of the Company) the Company may store the Goods at the cost and risk of the Customer or sell the Goods at the best price readily obtainable and (after deducting all storage, insurance and selling expenses) charge the Customer for any shortfall below the contract price.

8.3 Where the Company has agreed in writing to deliver the Goods to the Customer then:

- (1) the Customer shall pay the Company the agreed delivery charge or if no such charge has been agreed such delivery charge as the Company at its reasonable discretion may specify;
- (2) the Customer shall ensure that the delivery point has safe access capable of carrying the weight of the delivery vehicle and its load.
- (3) the Company shall be entitled to charge the Customer for all packing cases or pallets or other light items supplied and not returned to the Company; and
- (4) the unloading of the Goods from the delivery vehicle shall be the entire responsibility of the Customer who shall ensure that there is sufficient labour and machinery to carry out such unloading promptly efficiently and safely and the Customer shall indemnify the Company against any loss or damage to or suffered by the Company in connection with such unloading.

8.4 The Company will use all reasonable endeavours to deliver Goods and to perform Services as specified in the Contract but any date or time specified for delivery or performance is (unless agreed otherwise by an authorised representative of the Company in writing) an estimate only. Without prejudice to the generality of the foregoing delivery of Goods is subject to local environmental policies and economic conditions in the country of origin, shipping and safe arrival. Late delivery or performance shall not entitle the Customer to reject any Goods or Services, terminate the Contract without any payment, claim damages or any other remedies.

9. SUBSTITUTION

Notwithstanding that time is not of the essence of the Contract in relation to delivery and without prejudice to any other of these Terms and Conditions, if for any reason the Company in its reasonable discretion believes that it will be unable to supply the Goods or any of them by any particular date, the Company may supply goods which in its reasonable discretion it believes to be of comparable quality.

10. RISK AND PROPERTY

10.1 Goods shall be at the risk of the Customer.

- (1) in the case of Goods to be collected by the Customer at the time when the Company notifies the Customer that the Goods are available for collection; or
- (2) in the case of Goods to be delivered otherwise at the time of delivery.

10.2 Notwithstanding delivery and the passing of risk in the Goods title in Goods supplied by the Company shall not pass to the Customer until all monies due to the Company from the Customer have been paid.

10.3 Until such time as title in the Goods has passed to the Customer:

- (1) the Customer shall hold the Goods on trust for the Company and shall store the Goods properly and insured in such a way that they can be identified as the Goods of the Company.
- (2) the Company (without prejudice to its other rights and remedies) shall have the right to recover and sell the Goods and to enter to any premises where the Goods are stored for that purpose.
- (3) if the Goods are destroyed by an insurance risk the Customer shall hold the proceeds of the insurance (limited to the amount owing to the Company) on trust for the Company.
- (4) provided that the Customer shall not be in breach of any term of the Contract the Customer shall be entitled to sell the Goods in the ordinary course of the Customer's business as agent for the Company and the Customer shall hold the proceeds of sale (limited to the amount owing to the Company) on trust for the Company.
- (5) should the Goods become constituents of or attached to or be converted into other products the Company shall have title to such products as if they were solely and simply the Goods and the provisions of this clause shall apply thereto; and

- (6) the Customers rights to possession of the Goods shall cease immediately if being a body corporate it commits or omits to do any matter or thing which would entitle any person to present a petition for winding up or being other than a body corporate commits as available act of bankruptcy.

11. SHORTAGES AND ERRORS

The Customer shall be responsible to examine and check the Goods immediately upon receipt. Unless the Company is notified by letter dispatched within 3 working days of receipt of a Consignment (time being of the essence) of any alleged shortage or error the Customer shall not be entitled to reject the Goods claim damages or any other remedy and the Company shall have no liability for the same.

11.2 If the Company is so notified and the shortages or error is proved to the satisfaction of the Company the Company shall as soon as possible replace or make good the same or if there are circumstances beyond its control rendering such replacement or making good impossible then the Company shall refund a proportionate amount of the purchase price paid or in so far as such price has not been paid give credit accordingly but in no circumstances whatsoever will the Company be further liable or in particular be responsible for an consequential loss allegedly caused by such shortage or error.

12. EXCLUSIONS AND LIMITATIONS

12.1 Subject as expressly provided in these Terms and Conditions and except where Goods are sold or Services performed for a person dealing as a consumer all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In the circumstances the Customer is advised to check Goods and Services before use of before either incorporating them into other goods or carrying out works of alteration or adaptation thereto.

12.2 The Company takes due care in finishing all and any written documents issued by the Company but such information is subject to alteration without notice and no warranties are given as to its accuracy nor is any of it incorporated as a term of any Contract save and except to the extent that any such information is specifically confirmed in writing to the Customer by the Company other than in a quotation and then only subject to recognised tolerances.

12.3 Neither the Company's employees nor agents are authorised to make any reference or representations as to the specification performance quality suitability or endurance of or in any other manner relating to Goods or Services and the Company shall not be liable for any such statement whether made negligently or otherwise nor for any loss of any kind resulting there from and the Customer acknowledges that he has not relied on any such representation.

12.4 The Customer shall be free at his own expense to test inspect sample and approve the Company's Goods and Services prior to the Contract but unless the Customer shall have specifically disclosed the purpose for which he requires the Goods or Services and the Company shall have given a specific warranty in writing that the Goods and / or Services are fit purpose. The Company gives no warranty whatsoever that the Goods and or Services are fit for the Customers purpose.

12.5 The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether this loss arises from a breach of duty in contract or tort or otherwise and even in respect of defects for which the Company has accepted responsibility pursuant to clause 13. In exhaustive illustrations of consequential or indirect loss are loss of profits loss of contract damage to property and personal injury.

13. WARRANTY

The Company warrants that at the time of delivery or performance Goods supplied and Services performed will be of satisfactory quality and free from defect in material and workmanship and (save in so far as the Company upon acceptance of order shall have stated otherwise) substantially in accordance with the Company's description. However, the Company shall in no circumstances whatsoever be liable for a breach of such warranty unless alleged defects or failures or non-correspondence with description or any other complaint are notified in writing by the Customer to the Company by letter dispatched within three months of delivery and within three working days of discovery by the Customer of the same (time being of the essence) and immediately upon such notice being given the Customer shall return any Goods in question to the Company premises carriage paid unless the Goods are physically incapable of being returned in which case the Customer shall give reasonable access and opportunities to the Company for inspection and:-

13.1 In respect of such complaints so notified which are found upon examination by or on behalf of the Company to render the Company in breach of warranty the Company shall at its discretion replace or repair free of charge the Goods in question or if this is impossible refund the purchase price and shall reimburse or pay for all necessary transport charges limited to the cost of transport from and / or the original consignment address of the Goods;

13.2 if Goods or Services complained of are not found to be defective then any Goods will be returned to the Customer at the Customers expense and the Customer shall reimburse the Company all its expenses arising out of the making and investigation of the complaint.

14. ADVICE

Any advice or recommendation given orally or in writing by the Company its employees or agents whether requested by the Customer or any other party is given for guidance only and is not intended to be relied upon and the Customer is responsible to check the validity of any advice or recommendation so given. The Company shall not be under any liability whatsoever in respect of any act or omission of any recipient (direct or indirect) of any such advice or recommendation or in respect of any loss whatsoever resulting there from.

15. INDEMNITY

The Customer shall at all times keep the Company indemnified against all actions proceedings Demands claims made or brought against the Company and costs and expenses incurred in Connection therewith by any party in respect of any alleged injury or loss or damage arising out of or in connection with the Goods or Services in so far as the same is caused by the act neglect or default of the Customer its employees or agents.

16. CUSTOMERS DEFAULT

In the event of the Customer failing to pay any sum on its due date or committing any other breach of the Contract the Company shall (without prejudice to any of its other rights or remedies) be entitled at its absolute discretion:-

- 16.1 upon giving notice in writing to the Customer to terminate without any liability whatsoever on the part of the Company any agreement from which further deliveries of Goods or performance of Services are or remain to be made and to recover from the Customer in respect of such agreement so terminated the Company's loss of profit and / or losses caused thereby; and
- 16.2 to repossess any Goods delivered to the Customer and not paid for in full (and for that purpose to enter upon the property where the same are situated) and to resell the same giving credit for the resale price or salvage value (if any) against the sums due and unpaid including interest; and
- 16.3 in relation to any future order or balance or order to insist on payment in full on or before delivery or performance.

17. CUSTOMERS INSOLVENCY

In the event that (being an individual) the Customer commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation or has had a Receiver or Administration Receiver or Manager appointed of the whole or any part of its business or Undertaking or if distress or execution is levied or threatened upon any of the customers Property then the Company shall (without prejudice to all and any other rights it may have) have the Same rights as those set out in clause 16 above.

18. MISCELLANEOUS

18.1 Every effort will be made to carry out the Contract but its due performance is subject to cancellation or variation by the Company (as the company in its absolute discretion may determine) if the Company is unable to secure labour goods or materials as a result of any act of god fire war riots civil commotion strike national emergency legislation regulations accidents breakdown of machinery carriers default or other cause (whether of the foregoing class or not) beyond the Companies control.

18.2 No waiver by the Company of any breach of contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.3 Any notice to be given by either party to the other shall be in writing by pre paid first class post of facsimile addressed to that other party at its registered office address or principle place of business or such other address as may have been notified pursuant to this provision to such other party.

18.4 Heading contained in these Terms and Conditions are for reference purposes only and not intended to form part of these Terms and Conditions and shall not affect their interpretation.

18.5 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

18.6 The Contract shall be governed and interpreted by English law and the parties shall submit themselves to the jurisdiction of the English Court.