

Terms and Conditions of Sale

1. Definitions

- 1.1 'Company' : Selectron Ltd Sti (Arbor / Fenex Wood Windows), Istanbul / Turkey.
- 1.2 'Conditions' : the terms and conditions of sale set out here and elsewhere agreed in writing by the Company.
- 1.3 'Customer' : the party who buys or agrees to buy goods/services from the Company.
- 1.4 'Delivery Date' : the date specified by the Company when goods are to be delivered.
- 1.5 'Goods' : the articles, which the Customer agrees to buy from the Company.
- 1.6 'Price' : the price of the Goods excluding insurance and VAT.
- 1.7 'Sign off' : the combined realisation of the following actions by the Customer to enable the Company start production:
 - 1.7.1 Confirmation of sales contract in writing or issuing a written purchase order in accordance with our offer.
 - 1.7.2 Confirmation of our product drawings.
 - 1.7.3 Transfer of downpayment.

2. Conditions Applicable

- 2.1 These conditions shall apply to all contracts for the sale of Goods and Services by the Company to the Customer and will supersede all other conditions at any other document unless agreed otherwise by the Company in writing.
- 2.2 No order placed for the Goods/Services by the Customer shall be valid unless acknowledged in writing by the Company.
- 2.3 No alteration or addition to these conditions shall be valid unless agreed in writing by the Company.

3. The Price and Payment

- 3.1 The Price will remain valid for Sign off for a period of 3 months from the date of quotation.
- 3.2 Payment shall be in two parts
 - 3.2.1 Downpayment of 50 % of the invoice amount is a part of Sign off and therefore should be affected to start production
 - 3.2.2 Rest of the invoice amount is necessary to realise shipment unless both parties agree in writing on credit terms.
- 3.3 If payment of the Price or any part thereof is not made by the due date the Company shall be entitled to:
 - 3.3.1 charge interest on the outstanding amount at the rate of 3% accruing daily, at such a rate after as well as before any judgment.
 - 3.3.2 refuse to make delivery of any undelivered Goods whether ordered under these conditions or not and without incurring any liability whatever to the Customer for non-delivery or any delay in delivery.
 - 3.3.3 terminate this contract.
- 3.4 No time given or indulgence shown by the Company shall prejudice that set out at clause 3.3.
- 3.5 Should the Customer ask for cancellation of an order after Sign off, all costs incurred by the Company for the execution of the order shall be payable.

4. The Quotation

- 4.1 None of the descriptions, specifications, drawings, illustrations and particulars or dimensions submitted by the Company at the quotation stage or present in any of its literature, price lists and advertisements may be deemed part of the contract.
- 4.2 The Company reserve the right to cancel the contract any time before Sign off.
- 4.3 Unit prices are sensitive to quantities and therefore the alteration of quantities in our quotations may influence unit prices.
- 4.4 The Seller may where necessary stipulate special charges and conditions for split runs, or other special requirements.
- 4.5 Designs are viewed from outside the property unless indicated otherwise.

5. The Goods

- 5.1 The Company cannot be held responsible for any misinterpretation of your requirements. Our quotations are prepared in accordance with our interpretation of your provisional requirements. It is the customer's responsibility to check that our interpretation of your requirements /specification are correct, any amendments to your provisional requirements and specification must be expressed in writing.
- 5.2 The Company reserves the right to make any minor modifications in design or specification of the goods without prior notice to the customer if it shall reasonably consider that such modification is beneficial.
- 5.3 If any changes in the construction or design of the Goods or the specification thereof are adopted the Customer shall accept the Goods so changed in fulfilment of the contract.
- 5.4 Slight variations in colour and texture is possible due to timber being a natural product. The Customer must accept any

reasonable variation without any set-off or other withholding whatever.

6. The Services

6.1 The Company offers installation and after sales services via its exclusive service partner. The technical and commercial conditions offered by our installation partner shall be applicable for all installation and after sales services.

7. Warranties and Liabilities

7.1 The Company warrants that the Goods will at the time of delivery correspond to the description given by the Company in writing in its contracts.

7.2 All other terms of warranty are depicted in our Warranty Conditions and Product Maintenance Instructions at <http://www.woodenwindowscompany.co.uk/downloads>.

8. Delivery of the Goods

8.1 Standard lead in time for production is 8 weeks from point of customer sign-off. Lead times should be reconfirmed according to the fullness of our production at the time of your order. Transit times vary from our premises in Istanbul / Turkey to a delivery address outside the country.

8.2 The Goods shall be delivered to the Customer at the address specified in the contract and shall be deemed to occur upon the Company notifying the Customer that the Goods are ready for onward delivery. The risk in the Goods shall pass to the Customer upon such delivery taking place.

8.3 The Company shall not be liable for any direct or indirect or consequential loss, costs, charges, expenses or damages whatever caused directly or indirectly by any delay or failure in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind this contract unless such delay exceeds 3 months.

8.4 The Company shall use reasonable endeavors to deliver the Goods within a reasonable period but, unless otherwise expressly agreed in writing, delivery dates specified by Seller are approximate and given for the guidance of the Customer only. Time shall not be of the essence of the Contract with regard to delivery. The Company shall not be under any liability to the Customer for any delay in delivery or for non-delivery of the Goods nor may the Customer cancel the Contract or treat it as repudiated. If delivery is made by installments separate invoices for each installment may be issued and each delivery shall constitute a separate contract.

8.5 Notwithstanding that the Company may have delayed or failed to deliver the Goods (or any of them) the Customer shall be bound to accept delivery and pay for Goods in full, provided that delivery shall be tendered at anytime within 3 months of the Delivery Date (as stated by the Company in the order acknowledgement (if any)).

8.6 The Company shall not be bound to onwards deliver any Goods after the appointment of a receiver or liquidator of the Customer or if the Company has reasonable cause to suspect that the Customer cannot pay for the same, until payment in full for the Goods has first been made.

9. Limitation of Liability

9.1 Subject to conditions 5 and 6, the following set out the entire financial liability of the Company (including any liability for the acts or omission of its employees, agents and sub-contractors) to the Customer in respect of any breach of these conditions, any use made or resale by the Customer of any of the Goods or any product incorporating the Goods and any representation, statement or tortious act or omission including negligence arising under or in connection with this contract.

9.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the Price;

9.3 The Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential whatsoever (howsoever caused) which arise out of or in connection with this contract.

10. Remedies of the Customer

10.1 Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of the supply to the Customer of such Goods or the failure by the Company to supply Goods which conform to the contract of sale.

11. Title

- 11.1 Despite delivery having been made property in the Goods shall not pass from the Company to the Customer until the Customer has paid the Price in full.
- 11.2 Until property in the Goods passes to the Customer in accordance with clause 10.1 hereof, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods separately from all other goods in its possession and mark them in such a way that they are clearly identified as the Company's property and maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full Price against all risk to the reasonable satisfaction of the Company (on request the Customer shall produce the policy of insurance to the Company).
- 11.3 Notwithstanding that the Goods remain the property of the Company, the Customer may sell or use the Goods in the ordinary course of the Customer's business unless:
- 11.3.1 the Company shall give written notice to the Customer terminating such right; or
 - 11.3.2 a receiver or liquidator of the Customer may be appointed; or
 - 11.3.3 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of its obligations under these conditions or any other contract between the Company and the Customer, or is unable to pay its debts
- 11.4 the Customer encumbers or in any way charges any of the Goods.
- 11.5 The Company shall be entitled to recover the Price notwithstanding that property in any of the Goods has not passed from the Company.
- 11.6 Until such time as property in the Goods passes from the Company, the Customer shall, upon request, deliver up such Goods as have not ceased to be in existence or re-sold to the Company. If the Customer fails to do so, the Company may enter upon any premises owned, occupied, controlled by the Customer wherever situated and repossess the same.
- 11.7 On termination of this contract, however caused, the Company's (but not the Customer's) rights contained in clause 11 shall remain in effect.

12. General

- 12.1 All drawings, quotations, illustrations, descriptions, leaflets, samples and models of or relating to the Goods are the copyright of Company and may not be passed on to any third party or be copied or used by the Customer. All materials remain the property of the Company and are returnable to the Company forthwith on demand.
- 12.2 If the supply of Goods or Services is delayed or prevented as a consequence or event beyond the Company's reasonable control, including but without limitation, industrial action, breakage of machinery, delays in or cancellation of goods and services by third parties, shortage of raw materials, fire explosion, civil disturbance or force majeure, then the period of delay of the Goods shall be extended to such extent as is reasonable having regard to the circumstances.
- 12.3 If any provision of this contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, void able, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, void ness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provision of this contract and the remainder of such provisions shall continue in full force and effect.
- 12.4 If any concession, latitude or waiver is allowed by the Company at any time it is done so without prejudice to their strict and full rights under these terms of business and shall not prevent the Company subsequently exercising such rights.
- 12.5 Failure or delay by the Company in enforcing or partially enforcing any provision of this contract shall not be construed as a waiver of any of its rights under this contract.
- 12.6 All disputes arising out of it shall be subject to the exclusive jurisdiction of the Courts of Istanbul / Turkey.

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Selectron Elektrokimya San. ve Tic. Ltd. Sti.

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