

MILA GUARANTEE

Mila guarantees that, subject to the conditions listed opposite, it will accept responsibility for the following in the event of Mila products causing a door or window failure as a result of defective manufacture or design :-

1. FOR TWO YEARS FROM DATE OF SUPPLY BY MILA

Mila will provide all parts and labour required to remedy the failure on site.

2. FOR FIVE YEARS FROM DATE OF SUPPLY BY MILA

Mila will replace any defective parts or at Mila's sole discretion issue a credit not exceeding the original value of the parts.

The products which are covered by this guarantee are clearly identified by the **5** and **2** logos under the "Labour Guarantee" and "Mechanical Guarantee" headings respectively

3. FOR 10 YEARS FROM DATE OF SUPPLY BY MILA

In respect of Mila 'Fearless' branded products or products which are identified by the **10** logo under the mechanical guarantee heading on their catalogue page, Mila will replace any defective parts or at Mila's sole discretion issue a credit not exceeding the original value of the parts.

CONDITIONS

- a) The customer must supply proof of the date of purchase of the parts concerned.
- b) This guarantee shall not apply to any part which has been incorrectly fitted, adjusted or operated, nor to any part which has been subjected to stresses and operating forces beyond the recommended levels.
- c) Parts shall not be subject to abuse and shall be maintained and lubricated at least twice per annum, as recommended in the Mila catalogue.
- d) Where Mila is responsible for replacement of defective parts only, Mila will provide the labour required to remedy the failure on site and said labour will be chargeable to the customer at the prevailing Mila Maintenance Department labour rate (currently £12.50 per hour excluding VAT). This charge will be in respect of time spent on site only, no charge will be made in respect of travelling time.

At Mila's sole discretion, it may elect to allow the customer to replace the defective parts.
- e) Where Mila is responsible for providing parts and labour to remedy a defect it may, at Mila's sole discretion, elect to allow the customer to replace the defective parts in which case Mila will accept a labour charge from the customer for time reasonably spent on site remedying the defect at the prevailing Mila Maintenance Department labour rate (currently £12.50 per hour excluding VAT). This charge will be in respect of time spent on site only, no charge will be accepted in respect of travelling time.
- f) Mila reserves the right to invoice the customer for all reasonable costs which may be incurred in handling claims which prove not to be covered under this guarantee.
- g) This guarantee applies to products supplied on or after 1st January 1995.
- h) Mila will not accept responsibility for claimed defective parts where Mila have not been provided with the opportunity to inspect the parts concerned on site.
- i) Mila will not accept responsibility for claimed defective parts where Mila has not been

NOTES

- (i) This guarantee applies solely to Mila products, and does not apply to other products supplied by Mila from time to time which will be supplied with the relevant manufacturers guarantee only (details of which are available on request).
- (ii) This guarantee does not apply to decorative finishes, or to surface corrosion which does not impair the normal functioning of the parts supplied. Certain products are supplied with separate guarantees regarding surface appearance.
- (iii) The 'Customer' is defined as the party with whom Mila contracted for the sale and purchase of the parts concerned, and this guarantee is enforceable only by the customer.
- (iv) This guarantee is only applicable to hardware directly purchased from MILA UK Ltd. Therefore any goods supplied by other MILA companies or subsidiaries thereof and/or any third party sales will not be covered by MILA UK's guarantees.

MILA HARDWARE - TERMS OF TRADE**1. General**

- 1.1 These terms shall prevail over any other terms or conditions including (but without prejudice to the generality of the foregoing) any Customers terms or conditions and shall be deemed incorporated in any dealings by Mila Hardware ("Mila") with its customers.
- 1.2 No person other than Mila's managing director has the authority to modify or supplement these terms. Accordingly, these terms may not be modified or supplemented without the specific written agreement of Mila signed by Mila's managing director.
- 1.3 Nothing in these terms shall restrict the rights of a buyer who deals as a consumer.
- 1.4 Subject to the provisions of these terms, phrases defined in the 1990 edition of Incoterms have the same meaning when used in these terms.

2. Price

All prices quoted or agreed by Mila are unless otherwise stated:-

- 2.1 exclusive of VAT or any other applicable tax, duty or levy;
- 2.2 exclusive of delivery, carriage and insurance charges;
- 2.3 variable by Mila to account for fluctuations after the date of the order but before despatch in costs, material prices and/or service charges to Mila via exchange rate fluctuation or otherwise;
- 2.4 valid for a period of 14 days only from the date appearing on the quotation.

3. Delivery

- 3.1 Mila may deliver or complete any order in stages or installments and each delivery shall be treated as a separate contract. Delivery shall be made to the place(s) and by the method(s) specified by Mila (or if none, ex works or for export sales, port/FOB UK airport). The Customer is responsible for un-loading. The Customer's or its carrier's receipt shall be conclusive evidence of delivery.
- 3.2 No guarantee of any kind is given as to the times and dates of any delivery.
- 3.3 No claim in respect of any failure or lateness in delivery will be entertained or payable by Mila.
- 3.4 Unless otherwise stated Mila will deliver and all charges will be invoiced to the Customer.
- 3.5 If Mila is delayed or prevented from delivering the goods due to any circumstances whatever (whether or not involving Mila's negligence) which are beyond Mila's reasonable control and which prevent or restrict Mila from complying with the contract, Mila may cancel or suspend delivery of the goods comprised in the Customer's order without notice and without liability.
- 3.6 Where goods are supplied under any internationally recognised trading term as specified in Incoterms 1990, the provision by Mila of the usual transport document(s) or other evidence of delivery consistent with the relevant trading term will be conclusive evidence of delivery by Mila.
- 3.7 If Mila or its carrier is unable for any reason to place the goods on board ship upon their arrival at the port of delivery, a warehouse receipt for the goods shall be treated as sufficient delivery.
- 3.8 The Customer undertakes to obtain and comply with any necessary export/import licences, permits and consents for the supply and delivery of the goods. The Customer shall ensure that all goods sold to the Customer shall comply with all legal and customary requirements prevailing in all jurisdictions into which those goods may be shipped or resold.

4. Risk & Title

All goods are supplied to the Customer by Mila on the following terms:

- 4.1 The goods shall remain the sole and absolute property of Mila as legal and equitable owner until such time as all sums due to Mila from the Customer, whether in respect of the goods or other goods or services, have been paid in full.
- 4.2 Until such payment the Customer shall be in possession of the goods solely as bailee for Mila and shall store the goods separately in such a way as to enable them to be identified as the property of Mila.
- 4.3 Mila reserves the immediate right at any time of re-possession of any goods to which it has retained title and thereafter to re-sell the same and for this purpose the Customer hereby grants an irrevocable right and licence to Mila's employees and agents to enter at any time upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of Mila hereunder or otherwise.
- 4.4 As a separate and independent condition, the Customer shall be at liberty and may in the ordinary course of its business sell and deliver the goods to any third party as Mila's bailee provided that the entire proceeds of sale are held in trust for Mila in a separate bank account and shall at all times be identifiable as Mila's moneys. The Customer agrees immediately upon being so requested by Mila to assign to Mila all rights and claims which the Customer may have against its Customers arising from such sales until payment is made in full as aforesaid.
- 4.5 Whilst the goods remain the property of Mila, the Customer shall insure the goods against all usual risks for an amount equal to or greater than the purchase price and hold the proceeds of such insurance on trust for Mila.

5. Payment

- 5.1 All Mila accounts shall be paid in full without any deduction whatsoever by the last day of the month following the month of invoice and all monies received by Mila shall be applied to accounts outstanding in Mila's books in order of age (starting with the oldest).
- 5.2 Without prejudice to its other rights and remedies Mila shall be entitled in respect of overdue accounts:
- 5.2.1 to deem the invoice price to be increased by 1 1/4% per month from the due date of payment until receipt of payment (calculated on a daily basis in respect of any part of any month);
- 5.2.2 to withhold or suspend delivery of any order or part of an order and invoice the Customer for the reasonable costs of storing the goods (whether at Mila's premises or otherwise) from the due date of payment until receipt of payment.
- 5.3 If any of the events listed in this Clause 5.3 occur in relation to a Customer then any existing credit account facilities granted by Mila to that Customer shall automatically terminate and the Customer shall forthwith notify Mila of such event. The relevant events are:

- 5.3.1 any change in the control of the Customer (or, if the Customer is incorporated, of its holding company), "control" meaning the power to require compliance whether by means of voting or contractual rights or otherwise;
- 5.3.2 the Customer sells or transfers a material part of its undertaking or assets;
- 5.3.3 the Customer, being a sole trader, enters into partnership with others;
- 5.3.4 the Customer, being a sole trader or partnership, becomes incorporated or amalgamated with others.

Any allowance or grant of credit account facilities following such event shall be in Mila's sole discretion and only deemed undertaken by Mila if a written acknowledgement and acceptance is issued by Mila's managing Director or Accounts Manager.]

6. Termination and Suspension

- 6.1 Mila may (without prejudice to its other rights or remedies) terminate or suspend Mila's performance of the whole or any outstanding part of the contract in the circumstances described in Clause 6.2. Mila may also suspend deliveries while investigating any claim relating to prior deliveries (under any contract) of goods.
- 6.2 The relevant circumstances are if:
- 6.2.1 the Customer fails to take delivery of or to pay for the goods on the date required under Clause 5.1 or breaches any other term of the contract, or if the Customer is late in payment or performance under or otherwise breaches any other contract for the sale and purchase of goods or services between the Customer and Mila; or
- 6.2.2 the Customer becomes bankrupt or insolvent or if a receiver or encumbrancer takes possession of any material part of the Customer's assets, or the Customer suffers any foreign equivalent of the foregoing; or
- 6.2.3 Mila has reasonable grounds for suspecting that an event in Clause 6.2.2 has occurred or will occur, or that the Customer will not pay for the goods on the due date, and so notifies the Customer.

7. Defective Goods

- 7.1 The Customer shall examine the goods as soon as reasonably practicable after delivery. The Customer shall immediately notify Mila of any damage, loss or shortage of the goods. Unless the Customer so notifies Mila within 7 working days after the date when the Customer became or ought reasonably to have become aware of such damage, loss or shortage the Customer will be deemed to have accepted the goods in satisfaction of the corresponding order. Within 14 days of Mila's request, the Customer will return any damaged goods to Mila. Mila's liability (if any) will be limited to replacing or (at its option) repairing or giving credit from such goods. The Customer will not be entitled to make any claim against Mila for indirect or consequential loss arising out of the loss, damage or shortage.

8. LIABILITY/THIRD PARTY CLAIMS

- 8.1 **MILA SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, FOR ANY REPRESENTATIONS, ADVICE OR ASSISTANCE GIVEN (UNDER THIS CONTRACT OR OTHERWISE, AND WHETHER BEFORE OR AFTER THE DATE OF THE CONTRACT) BY OR ON BEHALF OF MILA IN CONNECTION WITH THE GOODS OR THE CONTRACT.**
- 8.2 **THE CUSTOMER SHALL INDEMNIFY MILA AGAINST ANY LIABILITY INCURRED BY MILA IN RELATION TO ANY THIRD PARTY CLAIMS ARISING FROM THE USE MADE OF OR DEALINGS BY THE CUSTOMER IN THE GOODS (IRRESPECTIVE OF WHETHER THEY INVOLVE THE NEGLIGENCE OF MILA, ITS AGENTS OR EMPLOYEES), UNLESS SOLELY ARISING FROM MILA'S WILFUL DEFAULT OR DEFECTS IN MATERIAL OR WORKMANSHIP OF THE GOODS.**
- 8.3 **SAVE AS EXPRESSLY PROVIDED HEREIN AND WITHOUT PREJUDICE TO ANY OTHER LIMITATION OF MILA'S LIABILITY (WHETHER EFFECTIVE OR NOT), THE FULL EXTENT OF MILA'S LIABILITY SHALL BE AS PROVIDED IN THIS CLAUSE 8.3:**
- 8.3.1 **MILA ACCEPTS THAT IT WILL BE LIABLE FOR DEATH AND/OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE WITHOUT LIMIT;**
- 8.3.2 **MILA'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THE GOODS OR THE CONTRACT (IN CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT RELATED TO ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF MILA OR ITS EMPLOYEES OR AGENTS) IS LIMITED TO THE INVOICE PRICE FOR THE GOODS, EX WORKS AND EX VAT;**
- 8.3.3 **IN NO CIRCUMSTANCES WHATSOEVER SHALL MILA BE LIABLE (IN CONTRACT, TORT OR OTHERWISE AND IRRESPECTIVE OF ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF MILA OR ITS EMPLOYEES OR AGENTS) FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING LOSS OF GOODWILL, BUSINESS OR ANTICIPATED SAVINGS), LOSS OF PROFITS OR USE, OR ANY THIRD PARTY CLAIMS, IN CONNECTION WITH THE GOODS OR THE CONTRACT;**
- 8.3.4 **WHERE THE CUSTOMER SUFFERS LOSS ATTRIBUTABLE TO A COMPONENT PART OF THE GOODS WHICH WAS MANUFACTURED BY SOMEONE OTHER THAN MILA, MILA SHALL ENDEAVOUR TO PASS ON TO THE CUSTOMER ANY WARRANTY IT OBTAINED IN RESPECT OF THE SAME.**
- 8.4 **SAVE AS EXPRESSLY PROVIDED HEREIN, MILA WILL HAVE NO FURTHER OR OTHER LIABILITY IN RESPECT OF ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE SUSTAINED BY THE CUSTOMER ARISING FROM OR IN CONNECTION WITH ANY DEFECT, FAILURE OR ERROR IN THE GOODS AND ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS, LIABILITIES, TERMS OR CONDITIONS (WHETHER EXPRESS OR IMPLIED) IN CONNECTION WITH THE GOODS (INCLUDING, WITHOUT LIMITATION, ANY RELATING TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE, CONFORMITY WITH DESCRIPTION OR SAMPLE, CARE AND SKILL OR COMPLIANCE WITH REPRESENTATIONS, BUT EXCLUDING IMPLIED STATUTORY WARRANTIES RELATING TO TITLE) ARE HEREBY EXPRESSLY EXCLUDED.**
- 8.5 **NOTHING IN THESE TERMS SHALL EXCLUDE OR RESTRICT ANY LIABILITY THAT MILA MAY HAVE BY VIRTUE OF THE CONSUMER PROTECTION ACT 1987.**
- 9. Miscellaneous**
- 9.1 If any provision of these terms becomes illegal or void for an reason, the validity of the remaining provisions shall not be affected.
- 9.2 Where the Customer comprises two or more persons the liability of those persons under these terms shall be joint and several.
- 9.3 The contract may not be assigned by the Customer without Mila's prior written consent and where such consent is given, it shall be on the basis that the Customer remains jointly and severally liable to Mila with any transferee or subcontractor.
- 9.4 The provisions of Clauses 4,7,8 and 9 shall survive any termination of this contract.
- 9.5 The law of England shall govern the validity, construction and performance of this contract. The Customer agrees for Mila's exclusive benefit that the English courts shall have sole jurisdiction to hear all claims or disputes connected with the goods or the contract. Mila may nevertheless bring claims in any other courts of competent jurisdiction.

TERMS AND CONDITIONS OF ITEMS FOR RETURN

These terms and conditions are in addition to Mila (Mila) with its customers standard terms of trade listed on every invoice (but without prejudice to the generality of the foregoing) any customers terms, when a request is received to return goods to Mila.

- 1) The customers when requesting items to be returned to Mila, must state a Mila article number, the reason why they require the items to be returned to Mila, and the relevant Mila delivery note number and/or Mila Invoice Number against which the goods were originally delivered, and the quantity to be returned.
- 2) No claim of any kind whatsoever shall be entertained by Mila in respect of allegedly faulty goods or goods other than ordered unless received in writing within 3 days of receipt by the customer or in respect of non-delivery unless received in writing within 5 days and in respect of goods withheld under the provisions of condition 9 of Mila's Terms of Trade, such time shall run from the date of any such with holdings or suspension of delivery. This clause shall apply to goods in respect of which any alleged fault is not apparent on inspection save the time shall run from the date which such fault does or should have become apparent.
- 3)
 - a) In the event of Mila receiving a valid and proper notice as above it may at its own opinion make replacement of or give credit for the goods.
 - b) Mila's liability for any and all direct loss or damage direct or indirect resulting to the customer from defective goods or from any cause whatsoever shall be limited to the sale price of the goods in respect of or in relation to which such loss or damage is claimed.

Subject to the aforesaid Mila shall be under no liability in contract or tort or otherwise, however for loss or damage or personal injury arising directly or indirectly out of supply or use of goods.
- 4) Products which have been discontinued and classified as "D" items by Mila, will not be accepted as returns by Mila. Products which are "Special Order Items Only" which are highlighted as such on the invoice and ordered in specially for the customers and classified by Mila as "C" items and will not be accepted back as returns as these are not stocked by Mila and purchased specially for that customers order.
- 5) Mila will not accept any goods returned to their premises by the customer, unless prior authorization has been obtained and two part Mila Returns Note has been issued.
- 6) Mila will then investigate the request for the uplift and the customer will either:
 - a) be issued with a Mila Returns Note authorizing the uplift of such items
 - b) refuse the uplift and contact will be made with the customer explaining the reason why the uplift has been refused.
- 7) A handling charge of 20% will be applied on goods that are being returned by the customer due to the customers error in ordering.
- 8) The customers in cases where an authorised agreement exists between themselves and Mila by the production of a Mila Returns Note is responsible for ensuring that in the case of goods being returned due to an error on the customers behalf of non faulty goods, that these goods must be returned in original Mila packaged box quantities. Failure to return in such packaging renders the customer to repackaging charge of 20% of the invoiced, which will be deducted from the credit note.
- 9) The customers is responsible for ensuring that all products authorized to be returned to Mila are packaged to protect damage during the return transit to Mila. Products where the surface finish is easily scratched if they are being returned loose must be put into plastic bags or similar for protection. The customer is responsible for ensuring the second copy of the Mila Returns Note is enclosed with the products for return.
- 10) On return Mila will then evaluate quantities and reasons for return against the Mila Returns Note. Credit will not be issued where a claim from the customer is valid.
- 11) If the customer returns excess quantities to those authorized or if the products has been damaged by the customer no credit will be issued. The customer will be advised by Mila. The products in question will be held in quarantine by Mila for 1 week after notification for the customer to:
 - a) Arrange for a collection using their own transport or carrier
 - b) Arrange via our Customer Services Department for the goods to be returned to the customers premises using Mila's carriers. A charge will then be applied according to the weight of the items.
 - c) Authorization from the customer for Mila to dispose of the products.

If a reply is not received from the client within one week of notification of action required of the goods in quarantine, Mila will deem that the customer requires the goods to be disposed of, no credit will be issued and no further claim from the customer will be accepted under any circumstances.

CREDIT ACCOUNT FORM

Fill in form below cut it out and fax to 01327 - 872575

CREDIT ACCOUNT APPLICATION FORM (must be supported by a sample of Com. headed note-paper)		Date:
Company Name & Trading Styl.e.....		
Office Address.....	Delivery Address.....	
.....	
.....	
..... P. Code..... P. Code.....	
Tel ephone No.....	Tel ephone No.....	
Name of person responsi ble for arrangi ng payment.....	Name of pri nci pl e buyer.....	
Company regi strati on No. (i f appl i cabl e).....	Date Company began tradi ng.....	
Names of Di rectors.....		
Name(s) and home address(es) of Owners or Partners (i f Company i s not of l i mi ted l i abi l i ty:).....		
.....		
.....		
..... P.Code.....		
Name and Addresses of 2 Compani es that we can contact f or a trad e ref erence: - Trade Ref erences - 2 names requi red.		
1. Name.....	2. Name.....	
Address.....	Address.....	
.....	
Tel . No.....	Tel . No.....	
Bankers Name.....		Prof i le System used.....
Address.....		
.....		
Credi t l i mi t requi red:.....		
Signature of appl i cant: - (must be di rector, owner or partner).....		PRI NT NAME.....
By si gni ng thi s form, you hereby confi rm that the i nformati on gi ven i s correct, and that you wi l l reat b s y t h a n a m e n t i n g s a n e n o . I n addi ti on you agree to abi de by our standard terms and condi ti ons of sal e whi ch are pri nted over l eaf .		

FOR MILA USE:
Name of area representati ve:..... Date vi si ted:...../ A/ C No:.....
Addi ti onal i nformati on.....
Comments.....

CREDIT ACCOUNT APPLICATION FORM

TERMS OF TRADE

	N				
Nu Stock		459-474		T-Pivot - Marshall Tufflex	384
	P			T-Pivot - Plastmo	385
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Our policy of continuing product development and improvement necessitates that we reserve the right to modify designs shown in this catalogue without prior notice.