

1. Definitions

The following definitions and rules of interpretation apply in these Terms (as defined below):

- a. The "Customer" is any legal person or corporate body who's order is accepted by the company.
- b. The "Contract" is the agreement for the supply of goods or services by the company to the customer.
- c. "Goods" means any goods forming the subject of this contract including parts and components of or materials incorporated in them.
- d. "Services" means any services forming the subject of this contract.

2. Agreement

- a. You agree to these terms and conditions applying to and forming part of every contract for the sale of Goods and/or supply of Services entered into between us.
- b. In the event of any inconsistency between these Conditions and any others, these Conditions will prevail.
- c. Variations to these Conditions will only be binding if authorised in writing by authorised representatives of the parties, with specific reference to this clause.
- d. You agree that you are not entering the Contract based on any representations made by us (including our employees and agents) that are not evidenced in writing.
- e. Where we give quotations for goods, these will constitute an invitation to treat. Your order will only become binding on us once you receive a copy of the invoice for the Goods and/or services (our acknowledgement).
- f. Where we give quotations for Services, these will constitute as an estimate only. We reserve the right to amend any quotation to reflect

the actual time spent and the actual costs incurred by us in carrying out the Contract and you agree to pay such amendments.

3. Orders and Specifications

- a. We reserve the right to change the specification of any goods where required to by reason of statute, safety or we reasonably believe the change will not materially affect quality or performance.
- b. Subject to clause 3.c, you may only cancel this agreement with our written consent and provided all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses reasonably suffered or incurred by us as a consequence of cancellations are reimbursed.
- c. You will give at least 7 days written notice of any postponement or cancellation of the date for delivery or the provision of services. If you do not give this amount of time then you will pay any additional costs and expenses incurred by us as a result of this postponement.

4. Payment

- a. The price of the Goods or Services are set out as per the quotation provided and will be quoted 'ex works' and exclusive of certification, testing and VAT (at the invoiced date) unless otherwise noted.
- b. We may increase the price of the Goods or Services and you will pay the increased price if;
 - i. we give 14 day's written notice (where possible) and the increase is reasonable, taking into account the following: special requirements and/or equipment required; the change of rules or standards by any authority, government or
 - ii. any part of the contract is performed outside of normal working hours (Mon to Fri, 8.30am to 5pm); or
 - iii. there is any increase in our

costs which are due to factors out of our control.

- c. Payment terms are as noted on the contract. If a deposit is specified, you will pay 20% of the price on our acknowledgement and the balance will be paid by you on the earlier completion or delivery or immediately prior to the dispatch of the Goods from our premises. In addition, where the contract is for the delivery by instalments, each instalment will be paid for on the earlier of completion or delivery or immediately prior to dispatch of the Goods from our premises.
- d. We will invoice you for the amount due under the contract unless you wrongly fail to take delivery of the Goods in which case we can invoice you at any time after we have notified you that the goods are ready for collection or (as the case maybe) we have tendered delivery of the Goods.
- e. Any agreed credit terms will be specified in the contract. If there are no specific credit terms, payment of the price due under the contract will be made on or before the last working day of the month following the month of the invoice delivery.

5. Time is of the essence for all payments due.

- a. The title of the goods will only pass to the customer once the invoice for such goods have been cleared in full.
- b. Any failure to make payment on or before the due date may result in us;
 - i. Charging you interest on any sum outstanding, both before and after any judgement, at 4% above the base lending rate of The Bank OF England from time to time, compounded monthly, from the due date until the actual payment in cleared funds without set-off or deduction.;
 - ii. Cancelling the contract or suspending further deliveries to you;



- iii. Appropriating any payments made by you for such of the Goods under this or any other contract with us as we see fit (which will not be restricted in any way by your wishes)

6. Delivery

- a. Any dates quoted for delivery of the Goods, provision of the Services or performance of the contract are approximate only and we will not be liable for any delay of the goods or provisions of the Services or performance of the contract, howsoever caused. We may deliver or provide the Goods and/or Services in advance of the quoted delivery date upon giving you reasonable notice.
- b. The customer will provide supervision during delivery, supervising the driver delivering and authorising any special requirements made during the delivery process.
- c. Hauliers used for transportation and delivery of goods reserve the right to reasonably refuse delivery under no uncertain circumstances due to issues arising from, and not limited to; weather conditions, ground conditions, accessibility and obstacles, unless otherwise agreed in advance.
- d. Where the Goods are to be delivered in instalment each delivery will constitute a separate contract and any failure by us to delivery any one or more of the instalments in accordance with these conditions or any claim by the customer in respect of one or more instalments will not entitle you to treat the Contract as a whole as repudiated.
- e. If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery then, without prejudice to any other rights available to us, we may store the Goods until actual delivery and charge you for all reasonable cost (Including Insurance)

or storage; or at such time as we think fit sell the Goods and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price or charge you for any shortfall below the Price of the Contract.

- f. Where a period is named for performance of the Contract, unless such period is extended by mutual written consent, you will accept performance within that period.
- g. For the avoidance of doubt, any defects or shortages in any delivery in the Goods generally or in the provision of the Services will not permit you to reject any goods or services whether supplied under the contract or any other contract between us.
- h. The customers will be made responsible for ensuring the delivery site is suitable, appropriate and accessible for delivery by a heavy goods vehicle. Any failure to suitably prepare the delivery site to accept the goods and/or services may result in an abortive delivery, chargeable to the customer.
- i. Delivery of goods will allow for a maximum of 30 minutes for offloading the goods at the delivery site. Any time there after is charged as demurrage at a variable rate specified on the contract agreed upon.
- j. You will inspect the goods and/or Services immediately on delivery or completion and will, within 7 days give written notice to us of any matter or thing by reason of which you allege that the Goods and/or Services are not in accordance with the contract, failing which you will be deemed to accept the Goods and/or Services and pay for them in accordance with clause 4 above.

7. Risk and Property

- a. All risk associated with the Goods will pass to you on the earlier of completion or delivery at your premises (or those you have nominated) or the tendering of the Goods for delivery which you refuse.
- b. Irrespective of clause 6a above, or any other clause, the property in the Goods will not pass to you until we have received in cash or cleared funds payment in full of the price of the Goods and/or Services and all other Goods and/ or Services agreed to be sold by us to you for which payment is then due, whether under this or any other contract.
- c. Until property in the Goods passes to you, you will;
 - i. Hold the Goods as our fiduciary agent and bailee and will keep the Goods separate from other of yours or third party's Goods and property stored, protected, insured and identified as our property;
 - ii. Hold the entire proceeds of any sale of the Goods in trust for us and not mingle this money with any other accounts or pay this money into any overdrawn bank account and ensure that this money remains readily available.
- d. Deliver up of the Goods to us at our request. If you fail to immediately deliver Goods to us we will be entitled to enter upon any premises, or those of any third party where goods are stored, and repossess the Goods.
- e. You will not pledge or in any way charge any of the Goods which remain our property. However if you do, all monies owed by you to us will (without prejudice to any other right or remedy of the Company) immediately become due and payable.
- f. We will have a first and paramount lien over any and all Goods which are your property, for the time being in

- our possession, where any sums are due and owing under the Contract by you to us and whether the Goods are the subject to this or other contracts with ourselves.
- g. If you fail to pay all monies due under the contract we will;
- i. Have the right to sell or dispose of such goods for such price as we think fit, acting as your agent, but without owing you any duty of care whatsoever;
 - ii. Be entitled to use the proceeds of sale of any such Goods in the discharge of the monies due under the contract, or any other outstanding between us, along with any amounts due under clause 13, and remit any surplus to you afterwards.
- h. If any Goods, whether the subject of the contract or any other contract with us are admixed with;
- i. Other goods which are your property or are processed with or incorporated in them, the product of this will become and/or will be deemed to be our sole and exclusive property; or
 - ii. Other goods which are the property of any person other than yourselves or are processed with or incorporated in them, the product of this will become and/or will be deemed to be owned by us in common with that other person.
- i. If we allow possession of the goods or any other items belonging to us to pass to you on loan, risk of damage to or loss or deterioration of those goods or items will pass to you immediately upon you taking possession of the Goods or items in question. You will, at your own expense, insure the goods or items with a reputable insurance company, against all loss or damage to the full new replacement value of the goods or items and also against all risk to third party liability arising out of the ownership, presence or use of the goods or items. You will be required to produce, upon request, a copy of the cover note for the above insurance.
- j. If the goods are a total loss or stolen, you must promptly inform us and we may either require the goods to be replaced or you pay us the amount required to discharge your outstanding liability to us.
- k. You authorise us to contact your insurers and, if the goods are a total loss or have been stolen, consent to us disclosing the amount required to discharge your outstanding liability to us and, as your agent, to negotiate and agree with your insurers the terms of any insurance claim in respect of the goods and to receive any insurance proceeds payable.
- l. If your insurance fails to cover your liability to us, you will still be liable to us for any shortfall.
- 8. Warranties and Liabilities**
- a. We will not be liable for goods in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our written or oral instructions, misuse, additions, alterations or repair of the goods without our express written approval.
 - b. If you have examined the goods or have been provided with plans, drawings or specifications or other information by us relating to the goods, you must make your own judgment as a result of such examination or a plan or specification or other information.
 - c. We will not, under no circumstances, be liable under the contract:
 - i. If you have not paid in full at that time any of our invoices on their due date;
 - ii. If our representatives are denied full and free right of access;
 - iii. To the goods and/or the site where the goods have been delivered or fitted; or
- iv. The site where the services are being performed; or
- v. To where the goods are which services are being carried out.
- d. Nothing in these conditions will either restrict our liability for death or personal injury which arises out of our negligence. Your statutory rights are similarly not affected by these conditions where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976).
- e. Whilst we are under no obligation whatsoever to do so, we may at our own cost and entirely at our own discretion repair or rectify any defects in the goods and/or services which in each case are proved to us not to be in accordance with the contract by reason only of bad workmanship or materials supplied by us, provided in such a case that fault is notified to us in writing and as soon as reasonably practical and in any event within the period of 12 months from the date of supply of the goods or provision of the services as appropriate.
- f. We specifically exempt from the provisions of clause 8e any part or parts of the goods which are not manufactured by us. You will be entitled to the benefit of any rights obtained by us from such third party.
- g. We will not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, employees or agents, or otherwise) which arises out of or in connection with the supply of the goods or their use by you or the provision of

- the services, except as expressly provided in these conditions.
- h. Save where expressly stated herein, no warranty, condition, description or representation on our part is given or implied by these conditions nor the contract is any warranty condition, description or representation to be taken to have been given or implied from anything said or written in negotiations between us or our respective representative by or on our behalf prior to the contract being entered into and all statutory and other warranties, conditions, descriptions or representations expressed or implied as to the state, quality or fitness of the goods and/or the services the subject of the contract are hereby expressly excluded to the full extent permitted by law.
- i. In the event of any claim being made against you, by reason of any matter in respect of which we may be liable under these conditions, you will be in default of your obligations under this clause if you do not notify us in writing of the claim within 14 days of receipt of the claim and, we will, notwithstanding other conditions (except for clause 8e) be under no liability to indemnify you in respect of any such claim.
- j. Notwithstanding the provisions of these conditions, in the event that we are found liable for any loss or damage the liability will not exceed the contractual price, save in circumstances where there is an effective insurance policy which will cover an amount exceeding this amount.
- k. The restrictions contained in these conditions are accepted by both of us as being fair and reasonable. In the event that any restrictions is held to be unforeseen in part, it will not affect the validity of the other restrictions which will be treated as separate provisions.
- i. We will not be liable for any loss, damage or consequential loss of any other claim arising out of failure of goods for which we have advised you require modification or repair you have failed to authorise such work for any reason whatsoever. Similarly if your specification for inspection and reporting of damage to equipment fails to allow for identification of potential defects in any goods that may require services to be performed on them, we will not be liable for any claims resulting in any subsequent failure of the goods.
- 9. Taxes/Domestication**
- a. The customer agrees to assume exclusive liability for and to pay, indemnify and hold the Seller harmless from all sales or use taxes, title and registration fees, Value-added Taxes (VAT), domestication, personal property taxes or other taxes, tolls, levies, duties or governmental charges imposed in connection with the sale, delivery, import and/ or domestication of the goods, or any services rendered by the customer in connection with this contract, including any penalties, fines or interest thereon (collectively, "Taxes").
- b. Goods may be subject to customs control under temporary admission arrangements. The customer shall assume and comply with all applicable legal, tax and customs requirements in connection with the sale, transfer, use, importation, domestication and/or re-exportation of the goods. The customer shall provide the seller, upon request, with documentation evidencing compliance with those legal, tax and customs requirements and payments of any Taxes.
- 10. Drawings, plans etc.**
- a. All drawings, plans, tools and patterns used in the manufacture of the goods or supply of services together with all specifications, technical information and estimates remain our exclusive property even where the whole or part of the cost of such has been charged to you. Copyright will remain our property. All such drawings, plans, tools, patterns, specifications and estimates are confidential and will only be used by you for the purpose of considering any quotation for the contract and may not be divulged to a third party in any circumstances without our written authority.
- b. You agree (unless with our written consent) not to sell nor otherwise dispose of, to any third party, any goods the sale or disposal of which would infringe any letters patent or other intellectual property rights under which we are either the owner who are authorised to sell or manufacture the goods.
- c. Where goods are to be manufactured or any process is to be applied to the goods and/or services carried out by ourselves in accordance with specifications submitted by you, you will indemnify us against all losses, damages, costs, consequential losses, claims and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any such claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from our use of your specification in producing and selling the goods and/or carrying out services.
- 11. Force Majeure**
- a. We will not be liable to you, or be deemed to be in breach of these conditions, by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the goods and/or services. If the delay or failure was due to any cause beyond our reasonable control and expectation.

12. Health and Safety

- a. Any liability for ensuring compliance with any requirements (statutory or otherwise) concerning health safety or welfare or any other matter which may relate to or affect the specification of the goods and/or to ensure the safety of our servants and agents whilst carrying out the contract on any premises designated by you rests exclusively on you.
- b. Where the contract is for the provision of services and in particular for cleansing of goods, you will inform us in writing of the nature of any substance which has been carried or contained in the goods. You will indemnify us against all and any claims whatsoever nature including indirect and consequential losses arising from either the nature of such substance or your failure to comply with these conditions.

13. Termination

- a. The contract set out between the customer and supplier may be terminated if;
 - i. you default in or commit a breach of any of your obligations to us; or
 - ii. any judgment is entered against you or distress or execution is levied upon your property or assets or any part of them; or
 - iii. you make or offer to make any arrangement or composition with your creditors or commit any act of bankruptcy or if any petition or receiving order is presented or made against you; or
 - iv. you, if a limited company, have any resolution or petition to wind up such company passes or presented (otherwise than for reconstruction or amalgamation); or
 - v. a receiver, administrative receiver, administrator or manager of your undertaking, property or assets or any of them is appointed; or
 - vi. you suffer any analogous proceedings under foreign law; then we will have the right

immediately to determine the contract then subsisting on written notice of determination being given to you and any subsisting contract will at our option have been deemed to be terminated without prejudice to any claim or right to suspend further deliveries and in respect of all goods which have been delivered but not paid for; the monies due for those goods will become immediately due and payable.

14. General

- a. No rights are to be conferred on any third party under the terms of the contract (Rights of Third Parties) Act 1999 or otherwise unless specifically agreed to in writing by both of us. This does not affect any rights or remedy of a third party which exists or is available apart from the Act.
- b. We reserve the right to subcontract the performance of the whole or part of the contract.
- c. These conditions and any contract will be construed in all respects in accordance with English Law and will be deemed to have been made in England.
- d. No time indulgence or waiver of any breach of these conditions will be a waiver of any other or and subsequent breach. Failure by the company to enforce at any time any provision of these conditions will in no way be construed to be a waiver of such provisions nor in any way affect the validity of these conditions or any part of our rights to enforce each and every provision of these conditions.
- e. Any notice required or permitted to be given under these conditions will be in writing and addressed to the other party's registered office or principal place of business or such other address as may be from time to time notified by one party to the other.

- f. The contract and these conditions are personal to the parties and may not be assigned at law or in equity without the prior written consent of the other party.