

TERMS OF CONTRACT

1. GENERAL

The following terms are the standard Terms of Contract of the Company. The Company concludes contracts for the supply of goods and services only. Subject to these terms and any person (hereafter "the Customer") seeking to be supplied with goods or services by the Company accepts that these terms shall govern relations between himself and the Company to the exclusion of any other terms. Including conditions warranties or representations written or oral, express or implied, even if contained in any of the Customer's documents which purports to provide that the Customer's own terms shall prevail.

2. ACCEPTANCE

Any order or other purported acceptance of the Company's quotation made by the Customer shall be deemed to be an unqualified acceptance that these terms shall apply to any contract concluded between the Company and the Customer for the supply of goods and services, and by despatching the same the Customer waives his own terms.

3. REFUSAL OF ORDER

The Company reserves the right of its sole discretion to accept or refuse any order placed by the Customer on the basis of quotations issued, and in the event of a refusal, no damages or expenses of any kind whatsoever shall be payable by the Company to the Customer.

4. PRICE

- a) The price contained in the Company's quotation is based upon the cost to the Company of labour, materials and transport at the date of such quotation, and in the event of an increase in such cost caused by any reason, the Company shall be entitled to vary its price accordingly whether or not such increase was foreseeable by the Company.
- b) Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company during normal working hours. In the event that such access and possession are not made available, or that the working areas are not duly prepared to the Company's requirements for immediate installation of the goods, without prejudice to any other right which the Company may have the Company shall at its sole discretion be entitled to vary the price accordingly.

5. PAYMENTS

- a) Unless otherwise stated in the Company's quotation all prices are strictly net and payment shall be made immediately upon receipt of the Company's invoice or invoices without any discount or other reduction and without deferment on account of disputes or cross-claims.
- b) The Company may at its sole discretion require at any time by invoice that all or part of the price shall be paid in advance or on account and sums so invoiced shall be immediately payable, any balance remaining payable otherwise provided herein.
- c) Should the Customer default in payment for whatever reason on the due date of any sum, without prejudice to any right which the Company may have, the Company shall be entitled to be paid interest on such sum accruing from the due date at 2% per annum above Base Rate from time to time.

6. TIME FOR DELIVERY

- a) Any time stated or agreed by the Company for delivery, despatch or completion either in its quotation or by any other means are not of the essence of any contract, either as to supply or as to installation. Such times are given by way of general information only and in the event that delivery, despatch or completion is not made for any reason whatsoever at the times to stated, the Company shall not be liable for any loss or damage whatsoever sustained by the Customer.
- b) In the event that the Customer does not take delivery of the goods forthwith upon being notified by the Company that manufacture has been completed, the Company shall be entitled to charge and recover reasonable storage rates which shall be added to the price stated in the Company's quotation and shall be paid in accordance with Clause 5 of these Terms.

7. DELIVERY AND RISK

- a) Unless otherwise stated in the Company's quotation the cost of delivery from the Company's works to the place for delivery stated in such quotation is included in the price but it shall be the responsibility of the Customer at his own cost to provide adequate dry and secure storage of the goods pending and during such installation. All risks in the goods shall pass to the Customer upon completion of unloading, at which time a delivery note will usually be handed to the Customer or his representative or left with the goods. The Company's liability to the Customer for missing or damaged goods shall be limited to any sums recoverable under a policy of insurance in respect of such risks which may be at the Company's discretion be maintained by the Company. If no such sums are recoverable or if no such policy is maintained, there shall be no liability whatsoever on the Company in respect of such goods.
- b) In any event, and without prejudice to the foregoing, any claim relating to missing or damaged goods which ought to be revealed by a reasonably diligent examination, shall be notified in writing to the Company and to any carrier involved within 3 days of the receipt of any of the goods or part thereof by the Customer, his servants or agents, and in default of such notification, any such claim shall be absolutely barred.

8. VARIATION OF TERMS

No Variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing and signed by a Director, the Secretary or a duly appointed Senior Executive of the Company.

9. HEIGHT EQUIPMENT

The Company will include the cost in our quotations for any height equipment required to enable the Company to fulfil the Customer's requirements. (Our insurances cover the Company to a height of 10 meters only). The Customer may supply height equipment at no charge to the Company.

10. PROPERTY

Property in the goods shall not pass to the Customer until the same have been paid for, or in the case of the Company accepting tender of a cheque bill of exchange or promissory note, until the same has been honoured.

11. QUALITY AND CONDITION OF GOODS

- a) The Company warrants that the goods parts or materials manufactured by them shall be of good materials and workmanship and that good workmanship will be employed in assembling parts or materials not manufactured by them. Save as aforesaid the Company undertakes no liability whatsoever in regard to goods or materials whether manufactured by themselves or by any other person, and any condition or warranty that might otherwise be incorporated be reason of statute or common law is hereby expressly excluded. In any event, the Company's above liability with regard to the quality and condition of the goods shall be limited absolutely to the repair or replacement of goods parts or materials which do not comply with this warranty by reason of defects in materials and workmanship arising within 12 months of risk posing under Clause 7 of these Terms.
- b) Without prejudice to the foregoing, if called upon to do so by the Customer in writing, the Company shall use its best endeavours to assign to the Customer the benefit of any warranty guarantee indemnity claim privilege or other right which the Company may have in regard to the manufacturers or suppliers of any goods parts or materials not manufactured by the Company and relating to the quality or condition of such goods parts or materials.

12. LIABILITY

- a) The Company shall not in any circumstances whatsoever be liable to the Customer for any loss or damage involving any person property or interest howsoever suffered by the Customer in connection with the installation, use, functioning or state of the goods, or in connection with anything done or omitted to be done by the Company, its servants or agents, at the site nominated by the Customer.
- b) The Customer shall indemnify the Company against all actions claims or demands by third parties in tort or otherwise arising directly or indirectly in connection with any of the matters in sub-clause (a) aforesaid.
- c) Without prejudice to the generality of these terms or the foregoing sub-clause, the Company will in no circumstances whatsoever owe a liability to the Customer in excess of the amount of the price hereunder.

13. IMPOSSIBILITY OF PERFORMANCE

The Company shall be entitled by written notice to the Customer to cancel any contract concluded between the Company and the Customer should the Company be hindered or prevented by any cause beyond its reasonable control from performing the same, including a cause which renders performance commercially difficult or expensive.

14. SUB-CONTRACTING

The Company shall be entitled to sub-contract or assign without consent all or any of its obligations hereunder.

15. FRESH INSTRUCTIONS

The Customer may, prior to despatch of the goods or any part thereof from the Company's Works but in good time to enable the Company to withhold such despatch, give notice in writing to the Company requesting that the goods shall be altered to meet the Customer's requirements or that other or new arrangements be made as to the place of delivery of the goods. The Company shall use its best endeavours to comply with any such reasonable request, provided always that in complying with any such request the Company shall be entitled to vary delivery times and to vary the price accordingly, as well as to impose such other conditions as the Company at its sole discretion may require.

16. RESALE

Since the goods are manufactured to fulfil the Customer's particular requirements in the event that the Customer does not fulfil his obligations hereunder, the Company may be unable to re-sell the goods or any part thereof at better than scrap value and for the purposes of calculating the Company's damages, the Company shall owe no duty to seek to re-sell the same at better than scrap-value.

17. TERMINATION

The Company may without incurring further liability terminate the Contract by written notice if in its reasonable opinion the Purchaser is unable to make payment in accordance with the terms hereof. Without prejudice to any other right which the Company may have, upon such termination the Company shall be entitled to receive payment on a quantum meruit basis in respect of work completed or in progress of the date of terminations.

18. FURTHER SERVICE

The terms hereof shall apply mutatis mutandis in regard to any further services after completion of the contract which the Company may in its discretion perform.

19. NOTICES

Any communications or notices hereunder may be given or made by sending the same by ordinary pre-paid first class post in the case of the Customer to his last known address and in the case of the Company to the address shown at the top of its quotation or upon its letter heading, and if so sent shall be deemed to have been given or made on the date when posted.

20. INTERPRETATION

The contract shall be governed by English law, provided that the Schedules to the Uniform Laws or International Sales Act 1967 are hereby excluded. No action or proceedings of any nature shall be initiated against the Company except in the English Courts.

21. GENERAL DATA PROTECTION REGULATIONS

The Company complies with the General Data Protection Regulations and are a registered member of the ICO (Information Commissioner's Office), the leading authority our Registration No ZA347359 by accepting any quotation you are consenting to this Company using your data for the purposes of this Company for filing our obligations with the Customer.