

Standard Terms and Conditions of Sale

1. CONDITIONS APPLYING

Unless otherwise agreed in writing these conditions will govern all contracts for the sale of the Company's goods or the supply of its services. Any qualification or modification of these Conditions and any other conditions which the Customer may seek to impose will not apply unless expressly accepted by the Company in writing.

2. CONTRACT

The Company's quotation does not constitute an offer. An order from the Customer based on the Company's quotation shall constitute the offer. An acknowledgement of that order sent by the Company by normal post shall constitute the acceptance of that offer. The order shall not be capable of being cancelled from the moment the acknowledgement of order is posted.

3. REPRESENTATIONS

The only representations in connection with the Company's goods or services for which the Company shall accept liability are those specifically included or referred to in the Company's price list or quotation. Advertising material, leaflets or brochures shall not form part of the contract unless otherwise specifically agreed between the Company and the Customer in writing to be a term of the contract. It is agreed that on entering into the contract the Customer is not relying on any other representations.

4. PLANS

Where the Company's quotation provides for the preparation of plans by the Company for the Customer's approval the Customer will notify its approval or disapproval within 7 days of receipt of the plans and the Customer will not unreasonably withhold its approval to the plans. In approving the plans the Customer accepts responsibility for satisfying itself from the dimensions on the plan that the equipment can be sited in its desired position and that adequate access is available for the installation.

5. DELIVERY/STORAGE

- a) Delivery is ex the Company's works unless otherwise stated.
- b) If through lack of instructions from the Customer the Company is not able to deliver the goods to the Customer within 7 days after the date that the Company sends the Customer notification that the goods are deliverable the Company may arrange for their storage and at its option insurance either at the Company's own works or elsewhere and the Customer will pay to the Company the reasonable charges and costs for so doing.
- c) Where installation forms part of the contract and installation dates are to an agreed programme and installation is delayed for reasons outside the control of the Company the Company may deliver the goods to site for storage or may arrange for their storage and at its option insurance either at the Company's own works or elsewhere and the Customer will pay to the Company the reasonable charges and costs for so doing.

6. PASSING OF RISK

Notwithstanding the provisions of Clauses 5 and 10 hereof all risks of accidental loss or damage to all goods passes to the Customer either on delivery or if stored by the Company under the provisions of Clauses 5b) and 5c) at the commencement of storage of the goods by the Company.

7. LOSS OR DAMAGE PRE-DELIVERY OR IN TRANSIT

Any loss or damage or shortage must be notified to the Company as soon as possible and in any event within 7 days of delivery and in the case of damage the damaged goods and their packaging must be preserved otherwise the Company shall be entitled to disclaim liability that the Company might otherwise have incurred. The Customer must notify the Company of any non-delivery within 14 days of the date of the Company's advice of despatch.

8. PRICE

- a) The price quoted in the Company's quotation is open for acceptance for 30 days. If an order is not received and accepted by the Company within the period stated the Company may review its prices.
- b) If the contract involves the installation of any goods by the Company the Company shall supply the personnel and services referred to in the quotation and other personnel and services necessary for the installation will be supplied by the Customer. The Customer will further arrange for the site to be ready to accept the installation and unless other arrangements have been specified in the quotation will give the Company access to and possession of the site and provide proper lifting equipment and all other services and equipment and services necessary to enable the Company to complete the installation within any agreed time limit. If the customer fails to provide these facilities any extra cost or expense will be borne by the Customer and will be payable to the Company upon demand.
- c) The price quoted is exclusive of any Value Added Tax payable in respect of the supply of goods or service and this will be additionally payable by the Customer.

8. PAYMENT

- a) Payment is due within 30 days of the date of the invoice unless otherwise agreed in writing. Invoices will be raised for goods on delivery and for services, installation and commissioning on completion. Where deposit terms are agreed payment of the deposit must be made with the placing of the order.
- b) If the customer does not pay the whole of the invoice by the required day the Customer shall pay interest on the amount outstanding from the date due for payment until the actual date of payment at the rate of 15% per month.
- c) So long as any payment is outstanding whether under this contract or any other contract between the Company and the Customer the Company shall have a lien on any of the Customer's goods or equipment in the Company's possession and the Company shall be entitled to retain them or any of them and/or suspend work on any contract until payment is made.
- d) So long as any payment is outstanding the Company shall not be obliged to make good any deficiency under the terms of its warranties.
- e) Cancellation of purchaser's order can only be accepted after prior negotiation and agreement. If FPL agrees to accept cancellation, part cancellation or return, a minimum charge of 15% will be made.

10. TITLE

- a) The goods shall remain the sole and absolute property, of the Company as legal and equitable owner until such time as the Customer has paid the Company the agreed price in full.
- b) The Company may for the purpose of recovery of the Company's goods or equipment enter upon any premises where they are stored or where they are reasonably thought to be stored and may re-poses the goods or equipment.

- c) Until such time as title in any goods or equipment passes to the Customer they will be stored on the Customer's premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the Company's goods and equipment.
- d) The Customer acknowledges that upon delivery the Customer is in possession of the goods and equipment solely as a fiduciary for the Company and that whilst the Customer is licensed by the Company to sell the goods this is subject to the express condition that the entire proceeds of sale are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

11. LIABILITY

a) **For Injury Damage or Loss**

The Company shall not in any circumstances be liable to the Customer for any injury, damage of loss involving any person, property or interest howsoever suffered by the Customer in connection with installation, use, functioning or state of the goods or in connection with anything done or admitted to be done by the Company, its servants or agents.

b) **For Defects**

The Company shall make good free of charge or at the Company's option replace goods manufactured by the Company which within 6 months of delivery are found to be defective by reason of faulty materials or workmanship provided that the goods since delivery have been used and maintained in accordance with the Company's information sheets and any other instructions issued by the Company and that the goods have not been misused or in any way interfered with and the purchaser notifies the Company in writing within 14 days of discovery of the alleged defect giving details of the defect. This guarantee shall not extend to the component parts supplied but not manufactured by the company. Such component parts shall have the benefit of the manufacturers guarantee but no additional obligation shall be placed on the Company in respect of such component parts. The guarantees in this clause shall not extend to goods supplied outside the United Kingdom.

c) **For Delay in Delivery**

The date quoted for delivery is given in good faith but time is not of the essence and the Company shall not be liable for any loss or damage of any kind whatsoever resulting from any delay in such delivery or completion. The Company shall only be liable for delivery if the Company has specifically guaranteed the date in writing for delivery and also if the Company has agreed a definable sum as liquidated damage in which case payment of such sum shall be in full settlement of the Company's liability for such delay. Any time for delivery and/or completion of the contract shall be extended by reasonable periods if delivery and/or completion of the contract is hindered or delayed by any reason not entirely within the Company's control including inter alia industrial disputes whether at our plant or not and a shortage of materials or component parts caused otherwise than by the Company fault.

d) **For Failure to Meet Specification or Performance**

- I) If on delivery the Company products or services are shown to be not in accordance with specification or to be incapable of attaining any guaranteed standard of performance due solely to reasons for which the Company is responsible then the Company shall make good the deficiencies.
- II) If after repeated attempts the Company fails to make good the deficiencies either the Company or the Customer may request that the Company meets to agree a settlement within the following parameters:
 - If the failure does not materially affect the use of the products or services for the purpose intended the Company shall be entitled to require the Customer to accept the goods or services as they are.
 - If the failure does materially affect the use of the goods or services but not to such an extent that it constitutes a contractual performance substantially different from that which was reasonably expected a reasonable reduction of the price will be agreed such reduction being based on what would have been a fair price for the goods or services if at the date of sale the performance or specification actually achieved has been substituted for the contractual performance or specification.
 - If the failure does constitute a contractual performance substantially different from that which was reasonably expected either a reasonable reduction of the price will be agreed or the Customer may return the goods or reject the services and obtain a refund of the price actually paid.
- III) The Customer's rights under this condition shall be its sole remedy for any failure to meet specification or to obtain any guaranteed standard of performance.

12. GENERAL

- a) Notwithstanding anything herein contained the Company shall not be liable to the Customer in any circumstances whatsoever for any loss of profit, loss of contracts, loss of use of the goods or any other consequential loss.
- b) No action or arbitration proceedings whether in contract, or tort may be brought by either party more than one year after the party concerned became aware or reasonably should have become aware of the facts constituting a cause of action.
- c) These conditions contain the whole of the Company's liabilities and all conditions and warranties implied by statute common law or trade usage are hereby excluded.

13. SUB CONTRACTING

The Company reserves the right to arrange for the whole or any part of the Contract to be performed by Sub-contractors.

14. COPYRIGHT AND DESIGN

The Company are the sole owners of all designs and copyright in all documents, drawings, artwork and goods made or produced by the Company in preparing the quotation for the Customer and in the course of all work involved in this contract.

15. SEVERANCE

If at any time any one or more of the provisions of these conditions become or are held invalid, illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

16. FRUSTRATION

If the contract becomes impossible to perform in whole or in part or is delayed for more than 12 months by any reason whatsoever beyond the control of the Company it may elect to rescind in the contract by giving notice in writing to the effect whereupon the Customer's liability to pay the contract price will determine.

17. LAW OF ENGLAND

This contract shall be governed by the Law of England. The parties accept that for the purposes of jurisdiction the contract shall be deemed to be made at Horsham and with the jurisdiction of Horsham County Court or Horsham District Registry.