

## GENERAL CONDITIONS OF SALE

- 1. GENERAL**
- These conditions apply to all contracts of sale of our products or for the supply of our services. Any amendment to these conditions or any other conditions which you seek to impose will be inapplicable unless expressly accepted by us in writing.
  - Our quotations are not offers and no contract shall come into existence unless and until we have accepted in writing your order to carry out the service or supply the products specified in the quotation.
- 2. SPECIFICATIONS, REPRESENTATIONS AND PERFORMANCE**
- As descriptions, drawings, specifications and other particulars however issued or given by us or on behalf of us are intended to present general idea only of the products and services and will not form part of the contract or give rise to any liability on our part unless we expressly agree to the contrary in writing.
  - We shall not be liable for failure to attain any performance figures quoted by us unless we have specifically guaranteed them subject to any tolerances specified or agreed to by us, in an agreed sum as liquidated damages. In any event before you become entitled to claim liquidated damages or to reject any products, we are to be given reasonable time and opportunity to rectify the products. If for any reason you become entitled to reject products, we will repay to you any sum which we have received from you and such payment (if any) will be full satisfaction of and your sole remedy for our liability and obligation under the contract which will thereupon cease to have effect.
- 3. INSPECTION AND TEST**
- Our products are inspected and when practicable, submitted to our standard tests before despatch. If you require special tests, and if we agree to them, they will be charged to you as an extra. If it is arranged that you or your representative shall attend test but you do not attend such tests within seven days of our notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence.
- 4. DELIVERY**
- Delivery is to your works unless otherwise stated. Delivery may be made by instalments and each such instalment shall be invoiced and paid for in accordance with provisions of clause 11 of these conditions. Failure to pay for any one or more of such instalments shall entitle us to suspend further deliveries and /or to treat the contract as repudiated.
- 5. PASSING OF TITLE AND RISK**
- The property, legal or beneficial, in any products supplied by us shall pass to you only when we have received payment in full of all sums then owed to us.
  - Products in respect of which property remains with us shall be kept identifiable as ours and you shall at your own expense immediately return such products to us or permit us to enter your premises to collect same should we so request.
  - The Risk in the products passes to you on notification that same are ready for despatch of falling such notice on delivery.
- 6. INSTALLATION/ERECTION**
- Where any installation services provided for in the contract are limited to supervision, we will supply the necessary competent personnel for supervision purposes only. You will supply all other necessary skilled and unskilled labour and all equipment and tools for the installation of our products. When the contract provides for installation by us we will supply the necessary supervisory personnel, skilled and unskilled labour and handouts for the installation of our products according to the details of the installation services specified in our quotation. In either case you will be responsible for:
- The preparation of the site including buildings, foundations, supporting structure and fixing points to our satisfaction.
  - Any modifications, alterations of making good to any building or other structure.
  - Ensuring that the building or other structure is adequate to withstand the loads imposed by our products.
  - The unloading and safe-keeping of our products from the time of delivery.
  - The provision of scaffolding, lifting equipment and any other equipment and all services required to install the products.
  - Any work whether preparatory to installation or in the installation itself not specifically included in our quotation.
  - Giving us access to and possession of the site to enable us to complete installation within any agreed time limit.
- Our quotation is made on the basis that all work will be carried out in normal working hours.
  - We shall not be responsible for the acts or omissions of any of your employees working under our supervision.
  - Where any of our servants, agents or sub-contractors carry out work at your request on items for which under 1 above you are responsible you shall be responsible for supervision and ensuring that their work is adequate. Their employment on the work shall not reduce your responsibility for those items and you shall not withhold payment from us for any such work on the grounds that the work is inadequate.
- 7. LIABILITY**
- We shall use reasonable endeavours to deliver the products and/or complete the contract within the time agreed but we shall not be liable in any circumstances for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of the products and /or the completion is not of the essence of the contract.
  - Any time for delivery and/or completion of the contract (quoted or not) shall be extended by reasonable period if delivery and/or completion of the contract is hindered or delayed by any reason not entirely within our control (including but not limited to industrial disputes or action whether at our plant or not and shortage of materials or components parts caused otherwise than by our fault) or by any instruction or lack of instruction from you.
- 8. STORAGE**
- If through instructions or lack of instructions from you we are not able to despatch the products for you within seven days after the date of notification that they are ready for despatch, we shall be entitled to arrange insurance and storage either at our own works or elsewhere on your behalf and you will pay to us our reasonable charges for such insurance or storage.
- 9. LOSS AND DAMAGE IN TRANSIT**
- When the price quoted includes delivery other than ex our works we will repair or at our option replace free of charge products lost or damaged in transit provided that when the goods are delivered to site at anytime our installation engineers or agents are not on site we are given written notification by you of such loss or damage within such time as will enable us to comply with the carrier's conditions of carriage relating to loss of damage in transit or when delivery is made by our own transport within a reasonable time after receipt of our Advise Note.
- 10. TIME OF TAKING OVER**
- Where the contract includes for installation services the products shall be taken over by you or shall be deemed to have been taken over by you on the earliest of the following occasions:
    - On successful completion of any agreed tests on site.
    - On the expiry of one month after they are first put into commercial use.
    - On the expiry of two months after we have given you written notice that installation is complete unless in the meantime tests shall have been made showing that the products fail to comply to a material degree with the terms of the contract due to our fault.
    - If installation has been delayed due to reasons for which we are not responsible on the expiry of six months from the date when the delivery of the products has been completed on the date when you were notified that the last item of the products was ready for despatch whichever is the earlier.
  - In any other case the products shall be taken over and accepted on delivery.
- 11. PRICE AND PAYMENT**
- The price quoted does not include Value Added Tax. The price payable by you will be increased by the value added tax payable (if any) in respect of the supply of goods or services hereunder.
  - If you do not pay any amount within 30 days of the date of the invoice interest shall be payable by you on the amount outstanding for the period beginning with the due date and ending with the date of payment at the rate of 3% over the Barclays Bank PLC base rate.
  - So long as any payment due from you to us is outstanding whether under the same contract or any other contract or transaction we shall be entitled to withhold delivery of products (even if the property therein has passed to you and/or they have been paid for) or suspend work on a contract.
- 12. VARIABLE PRICE CLAUSE**
- The price is based on the cost to of us materials, labour, transport and conforming to statutory obligations ruling at the date of quotation (or if there be no quotation, of your order). If between that date and the date of completion of the work, an increase occurs in any of those costs then the price shall be amended by the amount of such increase.
  - In addition you will pay to us any extra costs incurred as a result of delay in receipt by us of correct information required from you, variation or suspension of work by your instructions or due to your lack of instructions or outstanding payments or interruptions, alterations, delays, mistakes, work overtime or working usual hours for which we are not responsible.
- 13. GUARANTEE**
- We shall make good by replacement or, at our option, repair any defect in the products supplied which under proper use and maintenance, and excluding fair wear and tear arises solely from faults in our design materials or workmanship and which appears within a period of 9 months beginning with the date on which we give notice to you that the products are ready for delivery (or falling such notice, with the date of delivery) or within 6 months of being put into service whichever is the sooner, provided that any defective parts are returned promptly at your expense to our works and that in the case of goods or parts not of our manufacture you shall be entitled only to such benefits as we may receive from the manufacturers.
- 14. LIABILITY FOR ACCIDENTS AND DAMAGE**
- We will indemnify you against physical damage or injury to your property or persons or that of others occurring before the products are taken over to the extent directly caused by the negligence of ourselves, our sub-contractors or agents, or by defective design, workmanship or materials but not otherwise, by making good such damage to property or compensating personal injury. Provided that:
- Our total liability for such damage or injury shall not exceed £1,000,000.
  - We shall not be liable to you for loss of profit or of contracts or, save as aforesaid, for any loss, damage or injury of any kind whatsoever. Save as provided in the next following paragraph and in clause 13 we shall not be liable for any damage or injury occurring after the products have been taken over, or have been deemed to have been taken over. While we, our agents or sub-contractors are on site after taking over for the purpose of remedying a defect pursuant to Clause 13 or for any other purpose of the contract, the provisions of this clause shall apply as though products had not yet been taken over.
- 15. LIABILITY**
- Subject to Clause 13 and 14, products sold and services rendered upon such terms that neither we nor our servants shall be liable in contract or otherwise for any personal injury or any loss or loss of production or damage (howsoever such loss or loss of production or damage be caused) suffered by you or any other person and arising out of or in connection with the design, manufacture, sale, delivery and installation (or failure to delay in delivery or installation) stoppage, repair, adjustment or faulty working of any product sold (including replacements) or the use thereof or any services rendered and you shall indemnify us and our servants against any claims in respect of any such injury loss or loss of production or damage. For the purpose of this Clause we contract on our own behalf and on behalf of and as trustees of our servants.
  - These conditions of sale define the whole of our liabilities and shall exclude any condition or warranty implied by statute, common law or trade usage.
  - These conditions exclude the implied undertaking set out in sections 13 and 14 of the Sale of Goods Act 1979 as amended and it is declared that the price and other terms of the contract have been based on the exclusion of such undertakings.
- 16. LIMITS OF CONTRACT**
- The contract will only include such goods or services as we have specifically agreed in writing to supply or undertake.
  - The price quoted or agreed only covers the provisions of guarding/fencing or other safety equipment to the extent specifically stated in our quotation. To the extent that any further guarding/fencing or other safety equipment is required under the Health and Safety at Work Act, 1974 or under regulations made thereunder or any other statutory enactments or regulations for the time being in force, either we will provide the same at a reasonable additional cost or subject to our agreement you will provide the same together with a written undertaking to take such specified steps in connection with the safety of the goods sufficient to ensure so far as reasonably practicable, that the goods will be safe when properly used. In either event you will not put nor permit the goods to be put in operation until such further guarding/fencing or other safety equipment.
  - When electric power is required you are liable for the supply to your mains and it will be necessary for you to carry out all electrical wiring work between your mains, motor and starters and other electrical apparatus, the cases of contracts for mechanical handling equipment requiring electrical apparatus we include for the supply of the necessary electric motor but we do not include for the supply of the starter or control gear, unless otherwise stated.
- 17. DESIGN AND MANUFACTURE**
- We retain full ownership of all inventions and designs and copyright in all documents and drawings made or produced by us in preparing a quotation or in course of work of any contract. Where any designs or specifications have been supplied by you for manufacture by us or to our order then you warrant that the use of these designs or specifications for the manufacture processing assembly or supply of the products shall not infringe the rights of any third party and you hereby agree to indemnify us from and against all or any such claims.
- 18. NOTICES**
- Any notice which either party wishes to give under the contract shall be sent by prepaid letter post to the last known address of the other and shall be deemed to have been received within two days after the day of posting. Any reference to the date of notification shall relate to the deemed dates of receipt.