

## TERMS AND CONDITIONS OF SALE

### STANDARD TERMS & CONDITIONS

#### 1. Interpretation

1.1 The definition and rules of interpretation set out in this Clause 1 shall apply for the purposes of these Terms and Conditions.

1.1.1 "Buyer" the party from whom a purchase order to supply Goods, Services and/or Training Services is received by the Company.

1.1.2 "Company" Total Access (UK) Ltd and any subsidiary or holding company or associate (as those terms are defined in the Companies Act 1985 (as amended)) of that company and also, where the context permits, any subcontractor of that company or of any subsidiary or holding company or associate of that company.

1.1.3 "Contract" a contract for the supply of Goods and/or provision of Services by the Company to the Buyer whether made verbally or in writing.

1.1.4 "Contracting Services" any contract for services other than a contract for Training Services.

1.1.5 "Emergency Services" Contracting Services provided by the Company within 24hours or less of being ordered by the Buyer.

1.1.6 "Goods" the equipment which the Company is to supply under the contract

1.1.7 "Equipment Sales" the sale of Goods.

1.1.8 "Purchase Order" an order placed by the Buyer for the supply of Goods and/or provision of Services whether verbally or in writing.

1.1.9 "Reports" any opinions, advice or written reports provided by the Company.

1.1.10 "Terms and Conditions" the terms and conditions of sale set out in this document.

1.1.11 "Services" either or both of the Contracting Services and Training Services which the Company is to provide under contract.

1.1.12 "Training Material" all written documentation, diagrams, drawings, slides, videos and other materials produced by the Company for use in relation to the Training Services.

1.1.13 "Training Services" any contract for services (or that part of it) which involves the provision by the Company of instruction or training of any kind.

1.2 Words importing the singular number include the plural and vice versa; words importing one gender include all genders; and words importing persons include bodies corporate, unincorporated associations and partnerships.

1.3 Any reference to a notice, document or communication being "in writing" (or any cognate expression) shall be deemed to include facsimile or electronic communication.

1.4 The condition headings shall not affect the interpretation of the Terms and Conditions.

#### 2. Terms and Conditions

The Company shall sell and the Buyer shall purchase all Goods and/or Services in accordance with any quotation of the Company which is accepted by the Buyer, or, any order of the Buyer which is accepted by the Company, subject in either case to these Terms and Conditions which shall govern the Contract

to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer. These standard Terms and Conditions apply to all sections below. No variation to these Terms and Conditions shall be effective unless agreed in writing by a Director of the Company. In the event of variation the Buyer shall indemnify the Company in full against all loss which includes but is not limited to loss of profit, costs (including all labour and materials), damages and expenses incurred (directly or indirectly) by the Company as a result of the variation. Any representation, undertaking or warranty concerning the Goods and/or Services shall have no effect unless expressly agreed in writing by a Director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which has not been confirmed in writing by a director. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

#### 3. Description

The quantity, quality and description of the Goods and/or Services shall be as set out in the Company's quotation (if accepted by the Buyer) or the Buyer's order if accepted by the Company.

All samples, drawings, descriptive matter, specifications, course contents, prospectus', risk assessment, method statements and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

The Company reserves the right to make any changes in the specification of the Goods and/or Services in order to conform to any applicable statutory or EU requirement or to be able to improve the products and/or Services.

#### 4. Orders and Quotations

4.1 Each order or acceptance of a quotation for Goods and/or Services by the Buyer from the Company shall be deemed an offer by the Buyer to buy the Goods and/or Services subject to these Terms and Conditions. No order placed by the Buyer shall be deemed to be accepted by the Company until a written confirmation of the order has been issued by the Company or, if earlier, the Company delivers the Goods or performs the Services for the Buyer.

4.2 Any quotation is given on the basis that it is valid for a period of 30 days only from its date provided that the Company has not previously withdrawn it.

4.3 No order which has been accepted by the Company (whether the contract arose from a quotation from the Company accepted by the Buyer or an order from the Buyer accepted by the Company) may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including where applicable the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

#### 5. Price and Payment

5.1 The price of the Goods and/or Services shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list current at the date of the Contract. The price is exclusive of any applicable Value Added Tax or other sales tax or duty and (unless otherwise agreed in writing by the Company) of all applicable costs or charges relating to packaging, loading, unloading,

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- carriage, insurance, mileage, accommodation and labour, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods and/or Services.
- 5.2 The Company reserves the right, by giving notice to the Buyer at anytime before delivery, to increase the price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company such as, without limitation, increases in the costs imposed by the Company's suppliers, rates of wages, any foreign exchange fluctuation, currency regulation, alteration of duties or taxes, or significant increases in the costs of labour, materials or other costs of manufacture.
- 5.3 The Company shall be entitled to invoice the Buyer for the price (and any additional charges due) on or at any time after the date of Contract.
- 5.4 Payment of pro forma invoices must be made in full in cleared funds before the commencement of any Services or kit builds, ordering of non-stock items or picking and packing takes place.
- 5.5 The Buyer shall pay the price (and any additional charges invoiced) within 30 days of the date of invoice unless otherwise agreed by a Director of the Company in writing. Time for payment shall be of the essence in the contract. No payment shall be deemed to have been received until the Company has received cleared funds. All payments payable to the Company under this contract shall become due immediately on termination of this contract despite any other provision. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 5.6 If the Buyer fails to make any payment under the Contract on or before the due date then, without prejudice to any other remedy available to it, the Company may:
- 5.6.1 Cancel the Contract and/or suspend further deliveries of Goods and/or Services to the Buyer;
- 5.6.2 Appropriate any payment made by the Buyer to such of the Goods and/or Services (or goods/services supplied under any other contract between the Company and the Buyer) as the Company may see fit; and
- 5.6.3 Charge the Buyer interest on the amount due from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Royal Bank of Scotland plc, accruing on a daily basis until payment is made, whether before or after any judgement.
- 6. Delivery**
- 6.1 Unless otherwise agreed in writing by the Company (and subject always to Clause 5.1) delivery of the Goods shall take place at the time of despatch from the Company's premises or at the time of completion by the Company of the Services.
- 6.2 Any dates specified by the Company for delivery of the Goods and/or provision of the Services are intended to be an estimate, and time for delivery/provision shall not be made of the essence by notice. The Company shall make reasonable endeavours to comply with any delivery/provision date specified by it. If no delivery/provision date is so specified, delivery/provision shall be within a reasonable time. If Services need to be re-scheduled, the Company shall give as much notice as possible.
- 6.3 Where the Goods and/or Services are to be delivered by instalments, each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment. The Buyer shall be liable accordingly for default on any one or more Contract or instalment.
- 7. Limitation of Liability**
- 7.1 Subject to Clause 6 and the warranties held in the special terms and conditions attached, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:-
- 7.1.1 Any breach of these Terms and Conditions;
- 7.1.2 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract
- 7.2 All warranties, conditions and other terms implied by statute or common law (save or the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraud or fraudulent misrepresentation. Subject to Clauses 7.2 and 7.3:-
- 7.4 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price payable under the Contract; and
- 7.4.2 The Company shall not be liable to the Buyer for loss of profit, loss of business, depletion of goodwill or otherwise in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 8. Force Majeure**
- 8.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, extreme weather, strong winds, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, illness within the workforce, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of (90) days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.
- 8.2 If the Buyer shall terminate the Contract pursuant to Clause 8.1 the Company shall be entitled to be paid for any part of the Goods and/or Services which have been delivered pursuant to the Contract.
- 9. General**
- 9.1 The Company may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 9.2 The Company may use sub contractors or sub-contract any part of the contract out as it deems necessary to fulfil its obligations under this contract.
- 9.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 9.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 9.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 9.6 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

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- 9.7 Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to the other party at such address as each party may notify to the other for the purposes of this Clause 9.6 or (if no such address has been notified) to the registered office or principal place of business of the recipient.
- 9.8 Any notice given pursuant to Clause 9.6 shall be deemed to be served: if delivered by hand, on the first Business Day following delivery; if sent by post, on the third Business Day after posting if the address of the recipient is in the country of despatch, otherwise on the seventh Business Day after posting; if sent by facsimile transmission or email on the first Business Day following successful transmission.
- 9.9 In proving service it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped and addressed and placed in the post and, in the case of a facsimile or email, that it was properly addressed and successfully transmitted.
- 9.10 In Clause 9.7, "Business Day" shall mean any day other than Saturday, Sunday or any other day which is a public holiday in the place at which such notice is left or to which such notice is despatched.
- 9.11 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.
- 10. Intellectual Property**
- 10.1 The Buyer hereby acknowledges that all copyright in all Training Materials and Reports vests in the Company.
- 10.2 If it is agreed in writing that ownership or copyright in any Reports or Training Material (including certificates) is to pass to the Buyer, property shall only pass when such items have been paid for by the Buyer in full.
- 10.3 Unless otherwise agreed in writing and subject to the provisions of this Clause 10, the Buyer will only use any Reports and/or Training Material as reference guides for the internal benefit of the Buyer provided always that the Buyer will at all times respect the copyright of the Company in Reports and/or Training Materials and in particular the Buyer acknowledges that it is not authorised to photocopy, distribute, publish or otherwise produce Reports and/or Training Materials (or any part of them) without prior written consent.
- 11. Termination**
- 11.1 Without prejudice to its other rights, the Company may terminate a Purchase Order in whole or in part:
- 11.1.1 If there is a material breach of these Terms and Conditions (these shall include any breach of Clause 5) (and if the breach is remediable if it is not remedied within 14 days of the Company sending notice to the Supplier); or
- 11.1.2 If the Buyer becomes bankrupt or appoints a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any parts of its business or assets of the Supplier; or
- 11.1.3 The Buyer ceases or threatens to cease to carry on business or the financial position of the Buyer deteriorates to an extent that in the opinion of the Company the capability of the Buyer adequately to fulfil its obligations under the contract has been placed in jeopardy; or
- 11.1.4 One month's notice at any time prior to complete delivery of the Goods and Services.
- Terminating the Purchase Order shall not affect those Terms and Conditions which are capable of subsisting.

**TERMS AND CONDITIONS OF SALE**
**SPECIAL TERMS & CONDITIONS FOR TRAINING SERVICES**
**Special Agreements in respect of Training Services Undertaken by the Buyer**
**1. Training Services**

- 1.1 Unless otherwise agreed, all equipment used in the provision of the Training Services shall be provided by the Company. Should the Buyer use any equipment of its own the Company will not be responsible for any resulting loss or damage. (Please note the instructor may request the inspection information and certificates of conformity for this kit. If this cannot be produced the instructor may not continue with the course and this shall be deemed a cancellation and Clause 5 shall apply).
- 1.2 The Buyer agrees that its employees and its agents will at all times comply with all the requirements of the Company's employees and agents under this Contract.

**2. Offsite Training**

- 2.1 When the Training Services are provided at premises other than the Company's premises:
- 2.1.1 The training facility must have a suitable classroom and practical training area where applicable, with enough room for the trainer to present the course along with enough tables and chairs for all candidates who are undertaking the course.
- 2.1.2 There must be an electricity power supply (240v) for the instructor to use to present PowerPoint presentations to the class.
- 2.1.3 A contact person at the training location will be responsible for ensuring that all facilities are suitably provided, and this person is to be available at the location on the agreed date to rectify and shortcomings.
- 2.1.4 There will be no increases in numbers of candidates without the agreement of the Company, failure to observe this requirement will result in additional numbers being turned away or additional charges being incurred if the Instructor agrees to allow any extra delegates on the course.
- 2.1.5 A suitable site specific risk assessment must be in place prior to the commencement of any practical training.
- 2.2 Depending on the type of work to be undertaken by the candidates, training alone might not be sufficient and additional supervision and/or mentoring might be required following the course.
- 2.3 The training facility must:
- 2.3.1 Contain training apparatus which allows tasks to be carried out that replicate their work.
- 2.3.2 Be able to exclude other workers from entering the practical area for health and safety reasons.
- 2.3.3 Be in an area where background noises are at a suitable level for training to be carried out.
- 2.3.4 Have appropriate first aid kits available for use on site. (All instructors are sufficiently trained to first aid care initiator status.)
- 2.3.5 Have valid declarations of conformity for any access systems. (The Company reserves the right to view these before training commences.)
- 2.3.6 All PPE and rescue equipment shall be in date, inspected, tested and certified under an appropriate inspection regime by a competent certificated person.
- 2.4 The Company shall not be responsible for the suitability and safety of the premises and will not be liable for any resulting loss or damage through the use of other premises.
- 2.5 On reasonable notice, the Buyer will allow the Company to inspect the area, premises or building to which the Training Services are being provided and will, prior to the Training Services commencing, provide the Company with any reasonable assistance which may be required.
- 2.6 If in the reasonable opinion of the Company's representatives the conditions under which Training Services are to be provided are

unsafe in any way, the Company will not be responsible for any extra cost that the Buyer incurs until the conditions are suitable (in the reasonable opinion of the Company's representative) for the Training Services to be carried out.

- 2.7 The Buyer will pay the Company any extra costs that it incurs as a result of any variation, delay or suspension of work arising from any act or omission of the Buyer or any other contractor employed by the Buyer or any other circumstance for which the Company is not responsible.
- 2.8 The Company will not be responsible for any resultant cost or loss if, in the reasonable opinion of the Company or any of its employees or agents, the premises are deemed to be unfit or unsafe for the provision of the Training Services.
- 2.9 If the premises are deemed unfit for the Training Services to take place or Company employees are not allowed on site this shall be deemed as a cancellation and Clause 5 below applies.

**3. Payment**

- 3.1 Payment of pro forma invoices must be made in full in cleared funds before the commencement of the course
- 3.2 For account holders payment terms are detailed in Clause 5 of the General Terms and Conditions detailed above.
- 3.3 Certification shall only be issued on receipt of full payment for the course and any additional charges in relation to the course.
- 3.4 All certification shall be sent to the invoice address given on the booking form or Purchase Order unless otherwise requested in writing.

**4. Accommodation**

- 4.1 It is the responsibility of the client to book their own accommodation if an overnight stay is required. However, the Company is delighted to offer dinner, bed and breakfast with a local provider, please phone the training department for information on pricing. If you would like to make a booking, please complete an Accommodation Booking Form.

**5. Cancellation**

- 5.1 In the event of course postponement/cancellation the fees are strictly as follows:
- 5.1.1 More than 14 days 20% of total course cost chargeable;
- 5.1.2 Between 14 and 7 days 50% course cost chargeable;
- 5.1.3 within 7 days 100% course cost chargeable.
- 5.2 In the event of postponement/cancellation of accommodation there shall be no charge if 48 hours notice is given. Less than 48 hours notice incurs the full accommodation cost.
- 5.3 All cancellations must be in writing. None attendance on the day shall be chargeable for the full rate of both training and accommodation.
- 5.4 Non-completion of courses shall be chargeable at the full rate.
- 5.5 Once purchased, online courses are non-refundable.

**6. Course Dates & Delivery**

- 6.1 All scheduled courses are subject to availability. A completed and returned booking form shall be taken as confirmation of booking and conclusive proof of acceptance of the Company's Terms and Conditions.
- 6.2 Until a signed booking form is received all dates are offered on a 'first come first served' basis.
- 6.3 Any provisionally booked dates shall be held until 14 days before the date the course is due to commence. If a booking form and purchase order is not received by this date then the course date may be offered to other candidates.
- 6.4 All courses shall be delivered in the English language. It is the responsibility of the person signing the booking form to ensure that all candidates have a suitable and sufficient understanding of the language.

**7. Age Requirements**

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7.1 All candidates must be a minimum of 18 years old for the IRATA course.

### 8. Medical Requirements

8.1 Candidates should be free of medical conditions which are contraindications for this type of work, including:

- Heart disease/chest pain
- Raised blood pressure
- Epilepsy, fits, blackouts
- Fear of heights/vertigo
- Giddiness/difficult with balance
- Impaired limb function
- Alcohol or drug dependence
- Psychiatric illness/counselling
- Diabetes
- Asthma or impairment of breathing
- Claustrophobia
- Skin problems
- Eyesight problems not corrected by glasses or contact lenses
- Regular medication impairing attention or consciousness

8.1.1 If a candidate suffers from any of the above mentioned medical conditions they will not be allowed to climb unless a Doctor's note is provided stating the candidates fitness to climb.

8.2 Candidates who weigh over 136kg are prohibited from participating in practical elements of courses.

8.3 The Company reserves the right to weigh candidates before allowing participation in the practical elements of courses.

8.4 Failure to notify the Company that a candidate weighs over 136kg will result in the candidate being prohibited from completing the course and 100% of the course cost will be charged.

8.5 Candidates should be physically able to perform the task expected in terms of strength, agility and co-ordination. They should also be able to withstand the stress of the working environment such as heat, cold and inclement weather.

8.6 All candidates shall be required to sign to self certify that they are medically fit and know of no reasons as to why they cannot participate in practical elements of any of the courses.

8.7 Any candidates who are exempt from wearing a helmet will have to sign a waiver.

8.8 It is recommended that all personnel employed to climb, use rope access techniques or enter confined spaces should be medically fit to perform the work they are likely to undertake, and that a suitable medical should be carried out to confirm this.

8.9 The Company reserves the right to exclude a candidate on the grounds of weight/health/fitness, or general unsafe attitude towards health and safety.

8.10 By using our CAT System you agree and have sought your employee's agreement for their personal data to be stored and used in a manner in which allows full operation of the CAT system. This personal information shall only be available to those who have the unique user name and password for the Company, as such care should be taken with this information and the log in details provided only to those who require it.

**TERMS AND CONDITIONS OF SALE**
**SPECIAL TERMS & CONDITIONS FOR CONTRACTING SERVICES**
**Special Agreements in respect of Contracting Services Undertaken by the Buyer**

- 1. Site Preparation**  
 Where Contracting Services are to be provided, the following conditions shall apply and unless otherwise agreed by the Company in writing the Buyer shall be responsible for:
- 1.1.1 All necessary preparation of the site including all necessary preparatory work to buildings, foundations, supporting structures and fixing points;
- 1.1.2 The provision of scaffolding, lifting and any other equipment (excluding the equipment normally provided by the Company) and all services required to provide the Contracting Services;
- 1.1.3 Any works whether preparatory to installation or provision of the Contracting Services or in the provision itself not specifically included in the Company's quotation; and
- 1.1.4 Giving the Company access to and possession of the site at such time and in such state as may enable it to complete the provision of the Services within any agreed time limit.
- 1.2 If the Buyer fails to provide all or any of the items referred to in Clause 1.1 when the Company reasonably requires them or to the Company's reasonable satisfaction, then having given the Buyer a reasonable opportunity to remedy such failure the Company may at its discretion and at its sole option arrange for the provision of the item or items required and the expense incurred in providing any item shall be payable by the Buyer on demand.
- 1.3 On reasonable notice, the Buyer will allow the Company to inspect the area, premises or building to which the Contracting Services are being provided and will, prior to the Contracting Services commencing, provide the Company with any reasonable assistance which may be required.
- 1.4 If in the reasonable opinion of the company's representatives the conditions under which Contracting Services are to be provided are unsafe in any way, the Company will not be responsible for any extra cost that the Buyer incurs until the conditions are suitable (in the reasonable opinion of the Company's representative) for the Contracting Services to be carried out.
- 1.5 The Buyer will pay the Company any extra costs that it incurs as a result of any variation, delay or suspension of work arising from any act or omission of the Buyer or any other contractor employed by the Buyer or any other circumstance for which the Company is not responsible.
- 1.6 If Emergency Services are provided by the Company, these Terms and Conditions shall apply notwithstanding that these Terms and Conditions may not have been seen by the Buyer until after the provision of those Services.
- 1.7 If Company employees are not allowed onsite this shall be deemed a cancellation and Clause 4 shall apply.
- 2. Personnel**  
 2.1 The Company warrants that (subject to other provisions of these Terms and Conditions) provision of the Services will be provided by appropriately qualified and trained personnel who will use due care and diligence to such standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
- 3. Payment**  
 3.1 Payment of pro forma invoices must be made in full in cleared funds before the commencement of the Contracting Services.  
 3.2 For account holders payment terms are detailed in Clause 5 of the General Terms and Conditions detailed above.  
 3.3 Declarations of Conformity shall only be issued on receipt of full payment for the course and any additional charges in relation to the services.
- 3.4 All declarations of conformity shall be sent to the invoice address given on the Purchase Order unless otherwise requested in writing.
- 4. Cancellation**  
 4.1 In the event of Contracting Services postponement/cancellation:  
 4.1.1 A mobilisation charge shall be applicable; and  
 4.1.2 Charges may also be applicable for any components purchased necessary for carrying out the Contracting Services.  
 4.2 All cancellations must be in writing.  
 4.4 If works cannot be completed due to a material breach of these Terms and Conditions the Buyer shall be liable for the full contract price.
- 5. Warranties**  
 5.1 Subject to the other provisions of these Terms and Conditions the Company warrants that on delivery the equipment installed:  
 5.1.1 Will be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and  
 5.1.2 Will correspond with their specification; and  
 5.1.3 Shall be fit for purpose if that purpose has been expressed to the Company in writing.  
 5.2 The Company shall not be liable for a breach of either warranties in Clause 5.1 unless:  
 5.2.1 the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit, to the carrier, within 7 days of delivery or, in case of a defect not apparent on reasonable inspection, within 14 days of the Buyer's becoming aware of the defect; and  
 5.2.2 The Company is given a reasonable opportunity after receiving the notice of examining such equipment and the Buyer (if asked to do so by the Company) returns such equipment to the Company's place of business at the Buyer's cost for the examination to take place there.  
 5.3 In respect of equipment which is not manufactured by the Company, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company however the Company shall otherwise not be liable.  
 5.4 The Company shall not be liable for a breach of either of the warranties in Clause 5.1 if:  
 5.4.1 The Buyer makes any further use of such equipment after giving notice in accordance with Clause 5.2,  
 5.4.2 the defect arises by reason of fair wear and tear, wilful damage, failure of the Buyer to follow the Company's oral or written instructions as to the storage, use, installation, commissioning or maintenance of the equipment; or  
 5.4.3 The Buyer alters or repairs the equipment without the written consent of the Company; or  
 5.4.4 The Buyer has not paid the Price for such equipment in accordance with the Contract.  
 5.5 Subject to Clause 5.2 and 5.4, if any of the equipment does not conform with either of the warranties in Clause 5.1 the Company shall at its option repair or replace such equipment (or the defective part) or refund the Price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the equipment (or the part of the equipment which is defective) to the Company. If the Company complies with Clause 5.5 it shall have no further liability for a breach of either of the warranties in Clause 5.1 in respect of such equipment.
- 6. Delivery**  
 6.1 Subject to the other provisions of these Terms and Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses

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caused directly or indirectly by any delay in the delivery of the Services (even if caused by the Company's negligence) nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds [90] days.

- 6.2 A signed completion certificate from a Company employee shall be conclusive evidence of hours worked, satisfactory delivery of the Contracting Services unless the Buyer can provide conclusive evidence proving the contrary and as such the full Contract Price shall be payable in accordance with these Terms and Conditions.

## SPECIAL TERMS & CONDITIONS FOR EQUIPMENT SALES

## Special Agreements in respect of Equipment Sales Undertaken by the Buyer

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| <p><b>1. Payment</b></p> <p>1.1 Payment of pro forma invoices must be made in full in cleared funds before the commencement of any kit builds, ordering of non-stock items or picking and packing.</p> <p>1.2 For account holders payment terms are detailed in Clause 5 of the General Terms and Conditions detailed above.</p> <p>1.3 Certificates of Conformity shall only be issued on receipt of full payment for the Goods and any additional charges in relation to the Goods.</p> <p>1.4 All certification shall be sent to the invoice address given on the Purchase Order unless otherwise requested in writing.</p> <p><b>2. Delivery</b></p> <p>2.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.</p> <p>2.2 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided instructions, documents, licences or authorisations:</p> <p>2.2.1 Risk in the Goods shall pass to the Buyer (including loss or damage caused by the Company's negligence); and</p> <p>2.2.2 The Goods shall be deemed to have been delivered; and</p> <p>2.2.3 The Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and</p> <p>2.2.4 The Company may opt to cancel the Contract without prejudice to a claim for loss of profit and/or cost and expense on a quantum merit basis incurred in the manufacture of the Goods.</p> <p>2.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. The Company shall make reasonable endeavours to comply with any delivery date specified by it. If no delivery date is so specified, delivery shall be within a reasonable time.</p> <p>2.4 Subject to the other provisions of these Terms and Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds [90] days.</p> <p><b>3. Risk and Title</b></p> <p>3.1 Subject to Clause 2, risk of damage to, or loss of, the Goods shall pass to the Buyer:</p> <p>3.1.1 In the case of Goods to be delivered otherwise than at the Company's premises, at the time of despatch from the Company's premises; and</p> <p>3.1.2 In the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection.</p> <p>3.2 Notwithstanding delivery and the passing of risk in the Goods ownership of the Goods shall not pass to the Buyer until the Company has received in full, cleared funds all sums due in respect of:</p> <p>3.2.1 The Goods; and</p> | <p>3.2.2 All other sums which are or which become due to the Company from the Buyer on any account.</p> <p>3.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:</p> <p>3.3.1 Hold the Goods on a fiduciary basis as the Company's bailee;</p> <p>3.3.2 Store the Goods (at no cost to the Company) separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;</p> <p>3.3.3 Not destroy, deface or obscure any identified mark or packaging on or relating to the Goods; and</p> <p>3.3.4 Maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full Price against all risk to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance (and the receipt for the current premium) to the Company.</p> <p>3.4 Until ownership of the Goods has passed to the Buyer, the Buyer may resell or use the Goods in the ordinary course of its business and any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as a principal when making such a sale.</p> <p>3.5 Until ownership of the Goods has passed to the Buyer (and provided that the Goods have not been resold or used by the Buyer) the Company shall be entitled to recover the Goods and the Buyer's right to possession shall terminate immediately if:</p> <p>3.5.1 The Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), or a resolution is passed or a petition is presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or</p> <p>3.5.2 The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Buyer ceases to trade; or</p> <p>3.5.3 The Buyer encumbers or in any way charges any of the Goods.</p> <p>3.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.</p> <p>3.7 The Buyer grants to the Company, its agents and employees an irrevocable licence at any time before ownership of the Goods has passed to the Buyer to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to them has terminated, to recover them.</p> <p>3.8 On termination of the contract, howsoever caused, the Company's (but not the Buyer's) rights contained in Clause 3 shall remain in effect.</p> <p><b>4. Further right to recover property</b></p> <p>4.1 If any of the events referred to in Clause 3.5.1, 3.5.2, or 3.5.3 shall befall the Buyer in addition to the rights conferred on the Company by Clause 3 the Buyer's title to any goods in its possession or control which were supplied to it by the Company for which payment has been made in full shall determine and the Company shall be entitled to recover possession of any such goods to a value equal to any sums outstanding by the Company. If the Company has recovered goods to such value title to any further goods</p> |
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## TERMS AND CONDITIONS OF SALE

supplied by the Company for which payment in full has been made by the Supplier which remain in the possession or control of the Buyer shall revert to the Buyer.

### 5. Warranties

- 5.1 Subject to the other provisions of these Terms and Conditions the Company warrants that on delivery the Goods:
- 5.1.1 Will be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 5.1.2 Will correspond with their specification; and
- 5.1.3 Shall be fit for purpose if that purpose has been expressed to the Company in writing.
- 5.2 The Company shall not be liable for a breach of either warranties in Clause 5.1 unless:
- 5.2.1 The Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit, to the carrier, within 7 days of delivery or, in case of a defect not apparent on reasonable inspection, within 14 days of the Buyer's becoming aware of the defect; and
- 5.2.2 The Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there.
- 5.3 In respect of Goods which are not manufactured by the Company, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company however the Company shall otherwise not be liable.
- 5.4 The Company shall not be liable for a breach of either of the warranties in Clause 5.1 if:
- 5.4.1 The Buyer makes any further use of such Goods after giving notice in accordance with Clause 5.2,
- 5.4.2 The defect arises by reason of fair wear and tear, wilful damage, failure of the Buyer to follow the Company's oral or written instructions as to the storage, use, installation, commissioning or maintenance of the Goods; or
- 5.4.3 The Buyer alters or repairs the Goods without the written consent of the Company; or
- 5.4.4 The Buyer has not paid the Price for such Goods in accordance with the Contract.
- 5.5 Subject to Clause 5.2 and 5.4, if any of the Goods do not conform with either of the warranties in Clause 5.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the Price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods (or the part of the Goods which is defective) to the Company. If the Company complies with Clause 5.5 it shall have no further liability for a breach of either of the warranties in Clause 5.1 in respect of such Goods.

### 6. Cancellation

- 6.1 No order which has been accepted by the Company (whether the contract arose from a quotation from the Company accepted by the Buyer or an order from the Buyer accepted by the Company) may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including where applicable the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.
- 6.1.1 If cancellation is accepted by the Company in writing this may be subject to a restocking fee.
- 6.1.2 If the Buyer orders non-standard Goods the Company shall not accept cancellation.

### 7. Returns

- 7.1 No order which has been delivered by the Company may be returned by the Buyer (subject to Clause 5) except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss

- (including loss of profit), costs (including where applicable the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of the return.
- 7.2 If the return is accepted by the Company in writing this may be subject to a restocking fee.

### 8. PPE Inspections, Servicing and PAT Testing

- 8.1 In the event of postponement/cancellation the fees are strictly as follows:
- 8.1.1 More than 21 days 20% of total cost chargeable;
- 8.1.2 between 21 and 14 days 50% cost chargeable;
- 8.1.3 within 14 days 100% cost chargeable.
- 8.2 All cancellations must be in writing. None attendance on the day shall be chargeable for the full rate.