

## CONDITIONS OF CONTRACT

All orders are accepted subject to the following terms and conditions:

1. All quotations are upon the basis that:

- (a) The Customer supplies all relevant information and drawings, and
- (b) The Customer shall not be binding upon the Company unless accepted within four weeks from the date of the quotation.

2. Any times quoted for completion are estimates given for the convenience of Customers and shall not be treated as terms of the contract. In particular, estimates may not be complied within the event of delays caused by:

- (a) Industrial dispute
- (b) Any act or omission of the part of the Customer.
- (c) Any cause whatsoever beyond the Company's reasonable control.

3. The Company shall be entitled to increase the contract price to compensate for:

- (a) An increase in costs due to the conduct of the Customer before, on or after the date of the quotation.
- (b) Increase in cost of labour, materials, or transport after the date of the quotation.
- (c) Any Act of Parliament, statutory rule or order, or local authority bye law enacted or made or coming into force after the date of the quotation.

4. Any complaints concerning workmanship, material or date of delivery or any other matter whatsoever must be made within 21 days of delivery or on completion of work carried out. Complaints must be made in writing stating the precise details of said complaint.

5. Notwithstanding any statutory provision, or any provision of law express or implied, any liability on the part of the Company for loss, damage or injury whether direct or indirect suffered by the Customer by reason of defective materials or defective workmanship or delay, or any cause whatsoever, shall not exceed the contract price of the component.

6. We reserve the right to inspect fully any work subject to complaint and carry out any necessary remedial work if required, providing the claim is valid.

7. We do not accept responsibility for damage or loss to third party goods or equipment.

8. We cannot be held responsible for damage caused by the client or third parties and any rectification work will be charged for at our day work rates together with any additional costs incurred.

## PASSING OF TITLE

(i) Notwithstanding deliver and the passing of risk the property in the goods shall remain in the Seller until the Buyer has paid all monies owed by the Buyer to the Seller under this or any other contract or otherwise.

(ii) Until such payment is made the Buyer shall in respect of the said goods owe a fiduciary duty to the Seller and if the Seller so requires the Buyer shall store such goods and materials at no cost to the Seller so that they are clearly identified as belonging to the Seller.

(iii) The Seller may at any time (without prejudice to any of its other rights and remedies to recover money owed to it by the Buyer)

recover and resell any or all of the said goods and may enter upon the Buyer's premises for that purpose.

(iv) The Buyer may sell the said goods but so that:

- (a) the Buyer shall as against the Purchase of such goods and materials sell as sole principal; and
- (b) the Buyer shall be under a fiduciary duty to account to the Seller for the proceeds of sale to the extent that monies are owed by the Buyer to the Seller; and
- (c) the Buyer shall on demand assign to the Seller all its rights to recover from the purchaser of such goods and materials the goods and materials of any unpaid purchase monies in respect thereof providing that the Seller shall pay to the Buyer any monies recovered in excess of the sum of the amount owed by the Buyer to the Seller and the costs and expenses incurred by the Seller in making such recovery.

(v) If any of the said goods are processed into, incorporating in, used as materials for, or mixed with other goods or materials whilst the property therein is retained by the Seller, the provisions hereof relating to the sale and storage of the said goods shall apply to the product of such incorporation use or mixture as if the property in the whole of the said product was vested in the Seller.

(vi) Nothing in this clause shall give the Buyer the right to return the goods to the Seller.

(vii) We reserve the right to charge interest at 8% over bank base for any monies which are not paid in line with our agreed credit terms.