

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

The customer means the customer referred to overleaf and the Contractor means ECO Environmental Services Limited. The goods are the Contractors products with or without installation labour (as agreed with the customer).

### 2. CONDITIONS OF SALE

No person other than any director of the Contractor is authorised to vary any of these terms or enter into any collateral contract

### 3. TERMS

Any quotation is for information only, but all prices will remain fixed for a period of 60 days from date of quotation and exclude Value Added Tax which the Contractor shall be entitled to charge the Customer at the tax point date and for which the Customer shall be liable. The Contractor shall not be held liable for damage arising through defects in masonry, leadwork, plasterwork, power supplies or other such building defects. Except in the case of death or personal injury, liability for negligent workmanship by the Contractor shall be limited to £500.00. The time of payment of the price shall be of the essence of the Contract. Payment for the goods and services supplied under the contract shall become due and payable 30 days from date of invoice.

No discounts may be deducted or deductions made unless agreed in writing at the time of acceptance of the Customers order and even then only the Contractors payment terms are met. If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:

- i) cancel the contract or suspend further deliveries to the customer whether they are the subject of this or any other contract between the Customer and Contractor; and
- ii) appropriate any payment made by the Customer to such of the goods (or the goods supplied under any other contract between the Customer and Contractor as the Contractor may think fit notwithstanding any purported appropriation by the Customer) and charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate 8% per annum above Bank of England Base rate from time to time, until payment in full is made,

### 4. DELIVERY

Delivery means when the Contractor (or agent of the Contractor) makes delivery to the Customers premises or in the case where installation is involved when the goods are permanently fixed at the Customers premises.

Dates for delivery shall be agreed with the Customer at the time of acceptance of order. Such dates shall be approximate only and the Contractor shall not be liable for any delay in delivery howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the contractor in writing. Delivery may be in advance of the quoted delivery note upon giving reasonable notice to the Customer.

If the goods are contracted to be delivered by instalments late delivery of one instalment shall not entitle the Customer to reject any other instalments under the same contract.

Claims in respect of short deliveries or damage to goods in transit must be notified by the Customer in writing within five working days of receipt of the goods.

### 5. GENERAL SITE CONDITIONS

Where scaffolding is supplied and fitted by the Customer, or other access equipment is supplied by the Customer, the Customer will afford the Contractor unencumbered use without charge and the Customer will arrange for removal and or changes in positioning of scaffolding where this interferes with the progress of installation. The Customer will indemnify the Contractor and its agents from liability for accident and personal injury arising either directly or otherwise from the use of scaffolding, or other access equipment supplied by the Customer. The customer will make available power and water supplies without charge or advance notice to enable the goods to be supplied. Unless previously agreed in writing the Contractor expects to have free and continuing access to the site. Where site conditions prevent continuous working the Contractor will be entitled to invoice the Customer for full charge for down time so arising.

### 6. CUSTOMER DEFAULT

The Contractor may without prejudice to any of its other rights against the Customer rescind the contract or suspend delivery under it, if:

- any sum owing by the Customer to the Contractor is overdue;
- ii) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- iii) the Customer ceases, or threatens to cease, to carry on any business; or
- iv) the Contractor reasonably considers that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly,

### 7. LIABILITY

The Contractor shall be under no liability

in respect of any defect in the goods arising from any drawing design or specification supplied by the Customer and the Customer will be liable for costs arising as a result of any such defect or other such misinformation on the Customers part whether accidental, or through negligence or otherwise; ii) in respect of defect arising from fair wear and tear, wilful damage, negligence by any third party, abnormal working conditions, failure to follow the Contractors or manufacturers instructions (whether orally or in writing), misuse or alteration without the Contractors approval;

iii) under any warranty, condition or guarantee or any duty at common law if the total price of the goods has not been paid by the due date for payment;

iv) by any oral warranty or representation given by or made on its behalf unless confirmed in writing;

v) where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Contractor in accordance with these Conditions the Contractor shall be entitled to replace the goods (or part in question) free of charge or at the Contractors sale discretion refund to the Customer the price of the goods (or a proportionate part of the price) provided a complaint is made in writing within five days after delivery always providing that the Customer has not already waived such an entitlement by the signing of a work completion form. The Contractor shall have no further liability to the Customer. vi) subject as expressly provided in these conditions (and specifically without prejudice to the preceding clause) and expect where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by assentation or any implied

warranty condition or other term or any duty at (viii) expressly, the Contractor shall not be liable in any circumstances for any consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation whatsoever.

A Non-exhaustive list of consequential or indirect loss include Loss of Profit, Loss of Contracts, Damage to Customers property or the property of any person or body, Personal Injury or death to the Customer or any other person other than that caused by the Contractors negligence.

### 8. CANCELLATION BEFORE SUPPLY

The Customer will pay the reasonable costs and losses of the Contractor incurred as a result of the Customer cancelling the order to supply.

### 9. RISK AND PROPERTY

- i) Risk of damage or loss of the goods shall pass to the Customer upon delivery.
- ii) Notwithstanding delivery and the passing of risk in the goods or any other provision in these conditions the property in the goods shall not pass to the Customer until the Contractor has received in cash or in cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Contractor to the Customer for which payment is then due.

iii) Until such time as the property in the goods passes to the Customer the Customer shall hold the goods as the Contractors fiduciary agent and bailee and shall keep the goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Contractors property. Until that time the Customer shall be entitled to use the goods in the ordinary course of its business.

iv) Until such time as the property in the goods passes to the Customer the Contractor shall be entitled any time to require the Customer to deliver the goods to the Contractor and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the goods are located and repossess the goods.

v) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain in the property of the Contractor but if the Customer does so all monies owing by the Customer to the Contractor shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.

### 10. LIEN

Without prejudice to any of the other rights against the Customer the Contractor shall in respect of all unpaid debts due from a Customer have a general lien on all materials and equipment and other property of the Customer in its possession and shall be entitled if any part of such debts shall remain unpaid at the expiration of fourteen days after giving written notice to the Customer requiring payment thereof to dispose of such materials equipment and other property as it thinks fit and apply the proceeds of sale (if any) in or towards payment of such debts.

### 11. HEALTH AND SAFETY AT WORK ACT 1974

In so far as the Contractor is under a duty pursuant of S6 of the Health and Safety at Work Act 1974 in respect of the design, manufacture and supply of any article for use at work the Customer shall be deemed to have been afforded by the Contractor reasonable opportunity for the testing and examination of goods or materials prior to delivery to the Customer in respect of their safety and any risks to health and the Customer shall be deemed to have afforded to the Contractor adequate information about the goods and materials in respect of the use for which they are designed and have been tested and of any conditions necessary to ensure that when put to use they will be safe and without risk to health whether or not the said information has been requested by the Customer. The customer warrants that the location where the goods are to be supplied comply with all statutory regulations and Acts of Parliament to ensure that the Contractors employees and agents may work in safety. The Contractor reserves the right to refuse to supply the Goods hereunder to or in any place where the Contractor reasonably considers that its employees or agents may be exposed to undue risk or danger, or such areas that do not comply with the Health and Safety at Work Act and the Customer hereby agrees that the Contractor shall face no liability whatsoever in respect of or as a result of such refusal.

### 12. FORCE MAJEURE

No liability is accepted by the Contractor for any direct or indirect loss arising from non-delivery or delay in delivery of any Goods caused by Act of God, Riot or Civil Commotion, War, Strike, Lock-out, Fire, Flood, Drought, Terrorism, Act of Government, failure to obtain or shortages of materials or any other cause whatsoever beyond its control.

### 13. RETURNS AND CANCELLATION

The Contractor is under no obligation to accept return of goods supplied and credit the Customer accordingly except in the following circumstances.

- i) Goods returned as being damaged in transit
- iii) Goods returned pursuant to a request by the Contract following a complaint of quality of goods made under Clause 7 hereof.
- iii) Where, in the Contractors opinion the goods delivered do not meet the description of the goods agreed between the Contractor and the Customer when the order was placed.
- IV) Goods not required must be notified in writing within seven days and returned within twenty-one days of receipt in original packing and in a re-saleable condition. In all other circumstances the prior agreement of the Contractor must be received by the Customer prior to the return of the goods.
- v) The Contractor reserves the right to make the change for the return of goods subject to the circumstances set out in the preceding subclause.
- vi) Subject to circumstances in Clause 13(i) special production orders cannot be returned.

### 14. LAW

These conditions shall be governed and construed in accordance with English Law.

### 15. MAINTENANCE

The Company shall, unless previously notified in writing, carry out an annual inspection of the installation. The Company shall make no charge for the first annual inspection and will commence invoicing subsequent years with the first at eighteen months from the date of completion of the installation, and thereafter at annual intervals.

Cancellation of the inspection service shall be deemed valid if written notice by the customer is received prior to any such annual invoice. The annual visit will consist of a close visual inspection of those areas readily accessible, a long range inspection of other areas where sight is possible. The customer will be provided with a written report of the inspection. The Customer may require, or the Company may recommend, that a full and detailed inspection be carried out and in those circumstances the Company will provide a detailed estimate of the cost of such inspection including, where appropriate, the provision of access equipment. The quoted price for this work shall be reduced by the amount of annual inspection fee. Any remedial work which is identified from the inspection will be quoted for separately.