

CONDITIONS OF SALE

In these Conditions "the Company" means Taylor, Maxwell & Company Limited; "goods" means the goods (including any instalment of the goods) which the Company is to supply in accordance with these Conditions; "the Buyer" means any person, firm, or company purchasing goods from the Company. The Buyer's dealings with the Company concerning the purchase of goods shall be governed by these conditions in conjunction with any details (relating to specification, anticipated time of delivery, price, or otherwise) or overriding special conditions set out overleaf. The Company hereby rejects any terms and conditions contained in any Buyer purchase order or other business forms or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing which are different from or in addition to the Conditions stated herein, unless specifically included by a reference overleaf, or the subject of a written variation to these Conditions by a Director or other authorised representative of the Company.

1. QUOTATIONS

- (a) Any quotations shall only be valid if made in writing, and are subject to the goods being currently available at the date of acceptance.
- (b) The Company reserves the right to withdraw or amend a quotation at any time before the time of acceptance by the Buyer, and the quotation shall lapse if not accepted by the Buyer in writing within fourteen days of posting.
- (c) All orders are subject to the written confirmation of the Company following the Buyer's acceptance.

2. DELIVERIES

- (a) Time of delivery shall not be of the essence to any Contract to which these Conditions apply and shall not be made so by the service of any notice. Stated delivery times are estimates only. Delayed delivery shall not make the Company liable nor entitle the Buyer to cancel any order except in accordance with Condition 2(g).
- (b) The Buyer shall be responsible for unloading the goods expeditiously at his expense and with his labour. If the Buyer refuses delivery at the agreed time, or is not present to take delivery, the Company may at its option (i) unload the goods itself at the Buyer's cost and leave them outside the address agreed for delivery (in which case delivery shall be deemed to have taken place), or (ii) treat the order as cancelled and claim indemnification under Condition 2(g), or (iii) remove the goods and redeliver at a mutually agreed date, subject to the Company's prior receipt of its costs in making any abortive delivery (notwithstanding any previous agreement that delivery costs were included within the price).
- (c) The Company's liability to deliver on site shall be limited to delivery to a position on a good hard surface nearest the site completely accessible by a good hard road. The Company reserves the right to deliver on a crane off-load vehicle without prior notification and to charge for this service at the Company's normal rates.
- (d) The goods shall be at the Buyer's risk from the time of delivery notwithstanding that the property in the goods remains with the Company as provided by Condition 13.
- (e) When goods are delivered on pallets the Buyer shall pay for these at the invoiced price. The Company will give credit at its standard rate for all pallets returned to the Manufacturing Works at the Buyer's expense provided the Manufacturing Works accept them as reusable and that the Buyer shall remain responsible for proof of return.
- (f) Where delivery instructions covering the supply of any goods have not been received within five working days prior to the agreed delivery date within such period the Company may treat that portion of the Contract as

cancelled and claim indemnification under Condition 2(g).

- (g) The Buyer may not cancel any order following its acceptance of the Company's quotation, other than with the Company's written agreement and on terms that the Buyer indemnifies the Company against all loss (including loss of profit) and costs incurred by the Company in connection with the order and/or as a result of cancellation. The Company's estimate of any such loss and costs shall be accepted as final.

3. PRICES

- (a) The price of the goods shall be the price stated in the quotation or such other price (or rate) expressly agreed in writing in accordance with Condition 19. If no such price for the goods is fixed the price shall be that listed in the Company's published price list at the date when the Company's quotation is accepted.
- (b) Prices stated do not include VAT and any other tax or duties payable by the Company (which will be added to invoice wherever applicable), nor cost of delivery unless specified. Unless otherwise agreed in writing by the Company, all prices quoted as including delivery are premised on the assumption of delivery in full loads on hard roads to the address agreed with the Buyer (but do not include any costs of unloading). Adjustments to the price may be made to cover the Company's additional delivery costs where this assumption is not fulfilled.
- (c) The Company shall have the right to reduce or increase prices to the Buyer, for any goods yet to be delivered, at any time without prior notice in the event of any increase to the Company's manufacturing, delivery or other costs associated with the order. If necessary the Company may issue a supplementary invoice (which the Buyer shall pay within 10 working days of its issue) or a credit note, reflecting such increase or reduction.

4. USE

- (a) The Company does not guarantee that the goods will be suitable or fit for use under any specific condition or for any particular purpose although such condition or purpose may be known to the Company.
- (b) Samples are only submitted as indications of the goods quoted for and not as any guarantee of the colour or quality of the bulk. Sale is by description not by sample. The Company shall not be liable for any damage to or defects in the goods, or failure to comply with agreed specifications, through causes beyond its control (other than the defaults of its own suppliers, or any circumstance prior to the passing of risk in the goods whose effect could have been avoided by the Company taking reasonable care).
- (c) The Company may pass on any Manufacturer's guarantee to the Buyer but shall not be

obliged to do so and shall not incur any liability under such guarantee.

- (d) The Buyer agrees to conform in full with the installation instructions set out in the relevant method statement supplied to the Buyer by the Company. These method statements are also available on request from the Company.

5. QUANTITIES ORDERED

Estimates given by the Company of quantities required for a job are intended as guidelines only and the Buyer shall not rely on such estimates. The Buyer is solely responsible for ascertaining the proper quantities.

6. NO ASSIGNMENT

The Buyer shall not assign this Contract without the Company's written consent.

7. LIABILITY

- (a) Subject always to Condition 7(e), the Company's aggregate liability, if any, to the Buyer whether for tort including negligence (including without limitation during delivery), breach of contract, breach of statutory duty, misrepresentation or otherwise shall in no circumstance exceed the invoice value of the goods. Where goods supplied by the Company are defective (and the Company's liability is not excluded under Condition 4(b)), the Company may at its option repair or replace them in accordance with Condition 8(b), or refund the relevant portion of the purchase price paid by the Buyer.

- (b) All conditions and representations implied by statute, common law or otherwise in relation to the goods are hereby excluded to the fullest extent permissible at law.

- (c) The Company shall have no liability for any indirect or consequential losses or expenses suffered by the Buyer, howsoever caused, including without limitation loss of anticipated profits or opportunities, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

- (d) The Company shall be under no liability for any damage or loss to third parties caused directly or indirectly by the goods and the Buyer shall indemnify the Company against any such loss or damage, and any claims, demands, actions or proceedings of any third parties which relate to the same.

- (e) Nothing in these Conditions shall limit the Company's liability for death or personal injury caused by its negligence, or any other liability which it is not possible to limit at law.

8. IRREGULARITIES/BUYER'S COMPLIANCE WITH LAWS

- (a) Any claim by the Buyer for alleged defects, failures to comply with agreed specifications, shortages, excessive breakages, failure to deliver or late deliveries or other irregularities must be notified in writing to the office of the Company where the order was placed within five working days of delivery (or for latent defects, within three working days of the defect becoming apparent); or in the case of non delivery or late delivery within five working days of the despatch of the advice note or invoice whichever is the earlier. Failure on the Buyer's part to notify the Company in accordance with this Condition 8(a) shall constitute a waiver of the claim in question. For the purposes of these Conditions, a "working day" means a day on which UK banks are open for business.

- (b) Defective goods will be accepted for replacement or repair at the Company's option only with prior authorisation from a Director of the Company. Goods returned are not to exceed quantity so authorised.

- (c) Following notification of damaged or defective goods, the Buyer shall ensure that the Company's representatives have the opportunity to examine the applicable goods and delivery documentation at the Buyer's premises or other location where the goods are held.

- (d) Goods which the Company has agreed to repair or replace shall be returned by the Buyer within ten working days of request by the Company.

- (e) All returns must have freight prepaid and no C.O.D.'s will be accepted. ("C.O.D." means cash on delivery, here referring to a carrier or other person seeking payment from the Company for delivery of a return). The Company reserves the right to charge the Buyer for all reasonable repackaging costs of replacement goods.

- (f) The Customer warrants that he has complied with all laws, regulations and official requirements applicable in the UK and in Europe, and has lawfully obtained all necessary licences, permits and consents necessary for the supply to him and use by him of the goods comprised in any Contract.

9. DESIGN

- (a) The Company may, at its discretion and without obligation or warranty, forward as necessary from its suppliers or sub-contractors workshop drawings required by the Buyer for the Buyer's comment/approval. This implies no structural or design liability on the Company's behalf and the Company's limit of responsibility is product only.

- (b) The Buyer is responsible for the final approval of drawings, quantities and colour as well as the design and supply of supports and restraints unless otherwise stated.

10. FORCE MAJEURE

Should despatch or delivery of the goods or any part thereof be delayed, prevented or prohibited for any cause whatsoever beyond the Company's control then at the Company's option either the Contract or any unfulfilled part thereof shall be cancelled (subject to reasonable reimbursement of payment already made by the Buyer for any goods the subject of such cancellation) or alternatively the time for delivery shall be extended for a reasonable time after the operation of any such cause shall have ceased.

11. PAYMENT

- (a) Payment shall be in cash at the time the order is placed, except where otherwise agreed in writing by the Company. Postponement of delivery shall not affect the agreed payment date. Time of payment shall be of the essence for all Contracts between the Company and the Buyer to which these Conditions apply.

- (b) Without prejudice to any other remedy available to it under these Conditions, the Company shall be entitled to charge the Buyer interest on any unpaid amount due to it, at a rate equivalent to that payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from time to time, on a daily basis, before as well as after any judgment, from the date the relevant amount fell due until it is paid in full as cleared funds in the Company's bank account.

(c) Where goods have been manufactured in accordance with an order but not taken on site by the Customer then the Company reserves the right to invoice and claim payment as clause 11(a). Alternatively the Company will set a date by when the goods must be taken and an invoice raised on that basis.

12. DEFAULT

If the Buyer shall commit any material breach of its obligations hereunder, which includes non-payment of any amount after the date it falls due, or shall (and if a firm, if any of its partners shall) be subject to any bankruptcy order, composition or scheme of arrangement, sequestration, or be unable to pay any debts as they fall due, or (if a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation, or be the subject of an administration order, or shall suffer the appointment of a Receiver of any of its property or make any deed or arrangement with or composition for the benefit of any of its creditors, or shall be unable to pay its debts as they fall due within the meaning of Insolvency Act 1986 section 123; or if in the reasonable opinion of the Company the Buyer's credit becomes impaired; then in any of the foregoing circumstances the Company shall have the following rights and remedies in addition to any other rights and remedies provided by applicable law and under these Conditions:

- (a) The Company shall have the right forthwith to terminate the Contract or any part of it.
- (b) All sums shall become immediately due and payable, notwithstanding any credit terms previously in effect.
- (c) The Company may cancel any accepted orders or delay delivery of any order.
- (d) If credit previously has been extended by the Company to the Buyer, and the Company elects to make further sales to the Buyer, the Company may require payments on a C.O.D. or cash-in-advance basis.
- (e) In the event collection of sums due from the Buyer to the Company is referred to Lawyers or Debt Recovery Agents or if proceedings are brought to collect such sums or to enforce the rights of the Company, the Buyer agrees to pay all costs, commissions, administration charges and fees incurred by the Company as a result of collection, including such costs and fees incurred in any Appeal or Proceedings and in executing on any Judgement.

13. PROPERTY IN THE GOODS

- (a) Notwithstanding that possession of the goods passes to the Buyer, legal ownership in the goods shall remain with the Company until the price of those goods and any other sums due or to become due by the Buyer to the Company under any purchase order or otherwise have been received by the Company.
- (b) The Buyer agrees that if so required he shall store the goods in such a way as to be

readily identifiable and hereby authorises the Company to enter upon any premises in which the goods are placed and repossess those in which it retains property.

- (c) The Buyer shall be entitled to resell the goods at the best available market rate in the ordinary course of its business, but shall hold the proceeds of sale attributable to the goods on trust for the Company and shall keep all such proceeds separate from any monies or property of the Buyer and any third party, and shall account to the Company for such proceeds on request.

14. PROPER LAW OF CONTRACT

If the Contract is placed with an English office of the Company it will be governed by English Law and will be subject to the exclusive jurisdiction of the English Courts. However, if the Contract is placed with a Scottish office of the Company it shall be governed by Scottish Law and shall be subject to the exclusive jurisdiction of Scottish Courts.

15. LIEN/CHARGING

- (a) The Company shall be entitled to a general lien on all goods and property owned by the Buyer in the Company's possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any goods sold and delivered to Buyer under any Contract. The Company shall be entitled to deduct any sum owing to it by the Buyer under these Conditions or otherwise from any sum payable by it to the Buyer.
- (b) The Buyer shall not be entitled to pledge or in any way charge by way of security any of the goods which remain the property of the Company.

16. SET OFF

No part of any payment due to the Company may be withheld nor may any counterclaims of the Buyer be set off against any payment due from the Buyer.

17. SEVERABILITY

If any of these Conditions is held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of the Conditions or the remainder of any part of a Condition affected.

18. WAIVER

No waiver by the Company of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. VARIATIONS

These Conditions and the details set out overleaf may not be varied other than by the written agreement of a Director or other authorised representative of the Company.

20. HEADINGS

Headings are for convenience only and shall not affect the construction of these Conditions