

ALSCO LIMITED

TERMS OF TRADING (“Terms”)

- 1 PRICE**
- 1.1 The price quoted excludes VAT (unless otherwise stated) which shall be additionally payable by you if applicable. VAT will be charged at the rate applying at the time of delivery.
- 1.2 Our quotations lapse after 30 days (unless otherwise stated).
- 1.3 The price quoted excludes delivery and packaging (unless otherwise stated).
- 1.4 Free UK mainland delivery on all orders totalling £150 or more, a delivery charge applicable at the time of order will be charged for orders less than £150. European and export shipments are charged based on product, quantity and delivery location.
- 1.5 Rates of tax and duties on the goods will be those applying at the time of delivery.
- 1.6 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.
- 2 DELIVERY**
- 2.1 All delivery dates and times quoted are estimates only and we shall not be liable for any delay in delivery however caused.
- 2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
- 2.2.1 you may not cancel if we receive your notice after the goods have been despatched; and
- 2.2.2 if you cancel the contract, you can have no further claim against us under that contract.
- 2.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay.
- 2.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract. Our failure to deliver any one or more of the instalments in accordance with these Terms or any claim by you in respect of any one or more instalments shall not entitle you to treat all the individual contracts as repudiated.
- 2.5 In the case of made to order products, due to the nature of the manufacturing process, batch sizes may vary by plus or minus 10%. We may therefore deliver in quantities of 10% more or less than the quantity ordered and shall charge you for the quantity actually delivered.
- 3 DELIVERY AND SAFETY**
- 3.1 We may decline to deliver if we believe:
- 3.1.1 that it would be unsafe, unlawful or unreasonably difficult to do so; or
- 3.1.2 the premises (or the access to them) are unsuitable for our vehicle.
- 3.2 If you fail to take delivery of the goods or we decline to deliver for the reasons stated above or you fail to give us adequate delivery instructions then, without prejudice to any other right or remedy available to us, we may store the goods until actual delivery and charge you for the reasonable costs (including insurance) of storage.
- 4 RISK**
- 4.1 The goods are at your risk from the time of delivery.
- 4.2 Delivery takes place either:
- 4.2.1 if you are collecting them or arranging carriage, at the time we notify you they are ready for collection; or
- 4.2.2 if we are arranging carriage, the time of delivery at your premises or other delivery point agreed between us.
- 4.3 You must inspect all goods upon delivery. If any goods are received damaged you must record as “received damaged” on the carriers paperwork or PDA (or reject the consignment if hazardous to accept or where the damage is extensive). You need to inform us in writing within 24hrs of receipt of any affected goods and provide photographic evidence to clearly highlight the nature of the damage as received and if unpacked to allow us (and the carrier) the opportunity to investigate further.
- 5 PAYMENT TERMS**
- 5.1 You must pay us in cash or otherwise in cleared funds in GBP (£) prior to delivery, unless you have an approved credit account. Invoices are generated at the date of despatch. Receipts for payment will be issued only upon request.
- 5.2 If you have an approved credit account, payment is due no later than 30 days from the end of the month of invoice unless otherwise agreed in writing.
- 5.3 If you fail to pay us in full on the due date then, without prejudice to any other right or remedy we may have:
- 5.3.1 we may suspend our contract with you or cancel future deliveries or both;
- 5.3.2 we may cancel any discount offered to you;
- 5.3.3 you must pay us interest at the rate set under Euro Directive 2011/7/EU and Late Payment of Commercial Debts (Interest) Act 1988:
- (a) calculated (on a daily basis) from the date of our invoice until payment;
- (b) compounded on the first day of each month; and
- (c) before and after any judgment (unless a court orders otherwise);
- 5.3.4 we may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
- 5.3.5 we may recover (under clause 5.7) the cost of taking legal action to make you pay.
- 5.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.
- 5.5 You do not have the right to set off any money you may claim from us against anything you may owe us.
- 5.6 While you owe money to us, we have a lien on any of your property in our possession.
- 5.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these Terms.
- 6 TITLE**
- 6.1 Notwithstanding delivery, until you pay all debts you may then owe us:
- 6.1.1 all goods supplied by us remain our property;
- 6.1.2 you must store them so that they are clearly identifiable as our property;
- 6.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
- 6.1.4 you may use those goods and sell them in the ordinary course of your business, but not if:
- (a) we revoke that right (by informing you in writing); or
- (b) you become insolvent.
- 6.2 You must inform us (in writing) immediately if you become insolvent.
- 6.3 If your right to use and sell the goods ends you must allow us to remove the goods.
- 6.4 We have your permission to enter any premises where the goods may be stored:
- 6.4.1 at any time, to inspect them; and
- 6.4.2 after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 6.5 Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 6.6 You are not our agent. You have no authority to make any contract on our behalf or in our name.
- 7 WARRANTIES AND LIABILITY**
- 7.1 Subject to the conditions set out below, we warrant that the goods:
- 7.1.1 comply with their description at the time of delivery; and
- 7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.3).
- 7.2 We give no other warranty (and exclude to the fullest extent permitted by law any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
- 7.3 If you believe that we have delivered goods which are defective in materials or workmanship, you must:
- 7.3.1 inform us (in writing), with full details within 7 days of the defect becoming apparent; and
- 7.3.2 allow us to investigate (we may need access to your premises and product samples).
- 7.4 If the goods are found to be defective in material or workmanship following our investigations and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the goods free of charge, or allow credit for the value or repair any damaged goods.
- 7.5 Except as expressly stated in these Terms, in no event shall we be liable for any negligence or tortious loss or for any of the following losses or damage;
- 7.5.1 loss of revenue;
- 7.5.2 loss of actual or anticipated profits;
- 7.5.3 loss of anticipated savings;
- 7.5.4 loss of business;
- 7.5.5 loss of operating time or loss of use;
- 7.5.6 loss of opportunity;
- 7.5.7 loss of goodwill;
- 7.5.8 loss of reputation; or
- 7.5.9 any indirect or consequential loss or damage however caused.
- 7.6 Except as stated in clause 7.7, our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £1,000,000. For all other liabilities

continued ...

ALSCO LIMITED

TERMS OF TRADING (“Terms”) (continued)

- not referred to elsewhere in these Terms our liability is limited in damages to the price of the goods supplied.
- 7.7 Nothing in these Terms restricts or limits our liability for:
- 7.7.1 death or personal injury resulting from negligence;
- 7.7.2 fraudulent misrepresentation;
- 7.7.3 any liability which cannot be excluded by law.
- 8 SPECIFICATION**
- 8.1 If we prepare the goods in accordance with your specifications or instructions you must ensure that:
- 8.1.1 the specifications or instructions are accurate;
- 8.1.2 goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
- 8.1.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party or in the breach of any applicable law or regulation and you shall indemnify us against all loss, damage, expenses and costs awarded against or incurred by us in the event of such infringement or breach.
- 8.2 We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.
- 8.3 We reserve the right to make without notice any minor modifications in our specifications we think necessary or desirable.
- 9 RETURN OF GOODS**
- 9.1 We will accept the return of goods from you only:
- 9.1.1 by prior arrangement (confirmed in writing);
- 9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and
- 9.1.3 where the goods are as fit for sale on their return as they were on delivery.
- 10 EXPORT TERMS**
- 10.1 Where the goods are supplied by us to you by way of export from the United Kingdom clause 10 of these Terms applies (except to the extent that it is inconsistent with any written agreement between us).
- 10.2 The ‘Incoterms’ of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these Terms prevail to the extent that there is any inconsistency.
- 10.3 Unless otherwise agreed, the goods are supplied ex works our place of manufacture.
- 10.4 Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 10.5 You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
- 10.6 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26(3)(b) Unfair Contract Terms Act 1977).
- 10.7 You shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for payment of any duties thereon.
- 11 CANCELLATION**
- 11.1 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
- 11.2 We may suspend or cancel the order, by written notice, if:
- 11.2.1 you fail to pay us any money when due (under the order or otherwise);
- 11.2.2 you become insolvent;
- 11.2.3 you fail to honour your obligations under these Terms.
- 11.3 You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 11.1 then apply).
- 12 WAIVER AND VARIATIONS**
- 12.1 No waiver or variation of these Terms is binding unless:
- 12.1.1 made (or recorded) in writing;
- 12.1.2 signed by an authorised person on behalf of each party; and
- 12.1.3 expressly stating an intention to vary these Terms.
- 12.2 All orders that you place with us will be on these Terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with these Terms.
- 13 FORCE MAJEURE**
- 13.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- 13.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
- 14 GENERAL**
- 14.1 English law is applicable to any contract made under these Terms. The English and Welsh courts have non-exclusive jurisdiction in respect of any claim, dispute or matter arising out of or in relation to these Terms.
- 14.2 If you are more than one person, each of you has joint and several obligations under these Terms.
- 14.3 If any of these Terms are unenforceable as drafted:
- 14.3.1 it will not affect the enforceability of any other of these Terms; and
- 14.3.2 if it would be enforceable if amended, it will be treated as so amended.
- 14.4 We may treat you as insolvent if:
- 14.4.1 you are unable to pay your debts as they fall due; or
- 14.4.2 you (or any item of your property) become the subject of:
- (a) any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
- (b) any application or proposal for any formal insolvency procedure; or
- (c) any application, procedure or proposal overseas with similar effect or purpose.
- 14.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
- 14.6 Any notice by either of us which is to be served under these Terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other’s registered office or principal place of business. All such notices must be signed.
- 14.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
- 14.8 The only statements upon which you may rely in making the contract with us are those made in writing by someone who is our authorised representative and either:
- 14.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
- 14.8.2 which expressly state that you may rely on them when entering into the contract.