

PRECISION PIPEWORK LTD – GENERAL TERMS & CONDITIONS OF SALE

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Customer: the person, business or company who purchases the Goods and or Services from the Supplier.

Supplier: the Supplier of the Goods and/or Services being Precision Pipework Limited.

Contract: any contract between the Supplier and the Customer for the sale and purchase of the Goods and/or Services incorporating these conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression 'Change of Control' shall be construed accordingly.

Delivery Point: the location specified in the Contract.

Goods: any goods to be supplied to the Customer by the Supplier (including any part or parts of them) as set out in the Contract.

Services: shall mean any services supplied to the Customer by the Supplier as set out in the Contract.

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 Any reference to 'written' or 'in writing' includes faxes, emails and handwriting.

2. APPLICATION OF TERMS

2.1 Subject to condition 2.2 and/or any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These conditions are subject to any special conditions in the Contract.

2.3 Any variation to these conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed on behalf of the Supplier. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Nothing in this condition shall exclude or limit the Supplier's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods and/or Services by the Customer from the Supplier shall be deemed to be an offer by the Customer to purchase Goods and/or Services subject to these conditions. For the avoidance of doubt, the Supplier is under no obligation to accept the order.

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2.5 No order placed by the Customer shall be deemed to be accepted by the Supplier until a written confirmation of order is issued by the Supplier.

2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Supplier despatches a confirmation of order to the Customer.

2.8 Any quotation given by the Supplier is valid for a period of 30 days only from its date, provided that the Supplier has not previously withdrawn it, and will constitute an invitation to treat and not an offer.

2.9 All quotations are subject to confirmation by the Supplier prior to acceptance.

3. DELIVERY OF THE GOODS

3.1 Delivery of the Goods shall be ex-works (as defined by Incoterms 2010), unless otherwise agreed in writing. Delivery shall take place at the Delivery Point. Unless otherwise specified in the Contract the Supplier shall arrange for suitable transport to the Delivery Point at the Customer's expense.

3.2 Delivery dates in relation to the supply by the Supplier of Goods are approximate only and time is not of the essence for delivery of the Goods. For the avoidance of doubt, the Supplier reserves the right to delay delivery from any approximate delivery dates specified where the Goods have to be reproduced or altered in order to meet internal quality control checks. Where delivery is delayed, both parties will agree on a suitable alternative delivery date.

3.3 The Customer shall be responsible for unloading the Goods and will provide at the Delivery Point and at its expense adequate and appropriate equipment and labour for loading or unloading the Goods.

3.4 The Supplier may be entitled to, at its discretion, to effect delivery in one or more instalments.

3.5 Subject to the other provisions of these conditions the Supplier 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 Supplier's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

3.6 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Supplier is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations or payment:

(a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Supplier's negligence);

(b) the Goods shall be deemed to have been delivered;

(c) the Supplier may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance) at a minimum rate of 0.25% of the order value per week if the product requires extra attention;

(d) the Supplier may treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit, including by sale to another person. If the Supplier sells any of the Goods under this condition at a price which is less than the price agreed between the parties for the Goods, plus any relevant delivery costs, the Supplier will be entitled to charge the Customer for the shortfall.

4. NON-DELIVERY OF GOODS

4.1 The quantity of any consignment of Goods as recorded by the Supplier on despatch from the Supplier's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

4.2 The Supplier shall not be liable for any non-delivery of Goods (even if caused by the Supplier's negligence) unless the Customer gives written notice to the Supplier of the non-delivery within 1 working day of the date when the Goods would in the ordinary course of events have been received.

4.3 Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

4.4 The Customer shall not be able to cancel the Contract or to reject any Goods for any reason including for a delay in delivery or failure to deliver.

5. COMMENCEMENT AND DURATION OF SERVICES

5.1 The Contract shall set out which Services if any are subject to a fixed period and shall specify the duration of that fixed period and its commencement. Any Services which are subject to a fixed period shall continue to be supplied for the duration of that fixed period in accordance with the specifications set out in the Contract and such Services shall terminate immediately upon expiry of the fixed period.

5.2 All Services supplied under the Contract (including any variables and extras) which are not subject to a fixed period shall:

- (a) commence and proceed in accordance with any specifications contained in the Contract; and
- (b) shall terminate upon completion of the Services in accordance with any specifications set out in the Contract.

6. RISK/TITLE IN THE GOODS

6.1 The Goods are at the risk of the Customer from the time of delivery, pursuant to clause 3.1 or deemed delivery, pursuant to clause 3.6, which ever is earlier.

6.2 Legal and beneficial ownership of the Goods shall not pass to the Customer until the Supplier receives in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and

(b) all other sums which are or which become due to the Supplier from the Customer on any account.

6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee; and
- (b) maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all damage or loss on an "all risks" basis with reputable insurers; and
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.

6.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- (b) and such sale shall be a sale of the Customer's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

6.5 The Customer's right to possession, use and resale of the Goods shall terminate immediately if before ownership of the Goods passes to the Customer in accordance with condition 6.2:

- (a) the Customer ;
 - (i) proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up;
 - (ii) has a winding up petition presented against it which is not dismissed in 10 business days of being presented;
 - (iii) has a winding-up order or a notice of striking off made in respect of it;
 - (iv) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court which is not dismissed within 10 business days of being made;
 - (v) proposes, makes or is subject to any composition with its creditors generally or an application to a court of competent jurisdiction for protection from its creditors generally;
 - (vi) has a receiver, an administrator or a provisional liquidator appointed over any of its assets, undertaking or income;
 - (vii) ceases to trade or appears, in the reasonable opinion of the other party, to be likely to cease to trade;
 - (viii) is unable to pay its debts as they fall due; or
 - (ix) or is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction, each of the events listed at 6.5(a)(i) to (ix) being an "Insolvency Event."
- (b) the Customer 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 Supplier and the Customer;
- (c) the Customer encumbers or in any way charges any of the Goods.

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6.6 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.7 The Supplier shall be entitled to recover payment for the Goods (including by way of action for the price) notwithstanding that ownership of any of the Goods has not passed from the Supplier.

6.8 On termination of the Contract, howsoever caused, the Supplier's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

7. PRICE

7.1 The price for the Goods shall be set out in the Contract and if the price for the Goods is not specified in the Contract the price for the Goods shall be the price published on the Supplier's website or pricelist as at the date of delivery or deemed delivery.

7.2 The price for the Services shall be set out in the Contract which shall specify whether the price for the Services is provided on a fixed cost basis or on a time only basis.

7.3 Where the price for the Services is provided on a time and only basis:

(a) the price payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Contract and as amended from time to time in accordance with condition 7.5;

(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);

(c) the Supplier shall be entitled to charge an overtime rate at a premium, to be decided by the Supplier on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in condition 7.3(b);

7.4 Unless otherwise stated in the Contract, the price for the Goods and/or Services shall be exclusive of any value added tax, and all costs or charges in relation to servicing, postage, packaging, loading, unloading, carriage, freight, currency conversion, bank charges, insurance and where applicable any customs, import or other duties charged in respect of the sale and importation of Goods into the country in which the Customer is resident or the Delivery Point is located, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods and/or Services.

7.5 The Supplier reserves the right to increase the price for Services in so far as is necessary to reflect changes in trade conditions, raw material supply, imposed taxes or similar occurrences beyond the control of the Supplier. The Supplier will give the Customer written notice of any such increase 14 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it may, within 14 days of such notice being received, terminate the Contract with immediate effect by giving written notice to the Supplier.

7.6 Where the Supplier incurs extra cost owing to suspension or alteration of the Services arising from the Customer's instructions or lack of instructions, or by reason of interruptions, delays, overtime, unusual hours, mistakes or work

occasioned by the act or default of the Customer, such cost shall be added to the contract price and paid for by the Customer.

8. PAYMENT

8.1 Subject to condition 8.7, and unless otherwise specified in the Contract, or agreed in writing between the parties, payment is due in pounds sterling and shall be paid as follows;

8.1.1 Where the Customer does not have an authorised credit account with the Supplier, the total price of the Goods and/or Services together with all other payments due to the Supplier shall be payable prior to dispatch of the Goods or commencement of the Services whichever is earlier.

8.1.2 Subject to clause 8.10, where the Customer has an authorised credit account and acceptable credit limit with the Supplier, the Customer shall pay each invoice issued by the Supplier within 30 days from the date on the invoice.

8.2 Time for payment shall be of the essence.

8.3 No payment shall be deemed to have been received until the Supplier has received cleared funds.

8.4 The Supplier accepts payment by most credit or debit cards registered at UK addresses; The Supplier does not accept any debit or credit card that charges above the market rate. Goods may also be paid for in cash.

8.5 All credit and charge card holders are subject to validation checks and authorisation by the card issuer. If the issuer of the payment card refuses to authorise payment to the Supplier, the Supplier will not be liable for any delay or non-delivery.

8.6 In the interests of preventing fraudulent use of credit, debit and charge cards, the Supplier will validate the names, addresses and other information supplied during the order process against commercially available records (e.g Electoral Roll data, Credit Reference Services). A third party may also be instructed to complete these checks. By purchasing with a credit or charge card, the Purchaser consents to such checks being made. The Supplier may need to contact the Purchaser by letter, telephone or email to verify details before the Supplier is able to process and dispatch an order or the Supplier may be unable to accept the order. Any information given may be disclosed to a registered Credit Reference Agency which may keep a record of the information. All information provided will be treated in accordance with the Data Protection Act 1998.

8.7 All payments payable to the Supplier under the Contract shall become due immediately on its termination despite any other provision.

8.8 The Customer 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 Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.

8.9 If the Customer fails to pay the Supplier any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether

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before or after any judgment. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8.10 The Customer shall be entitled to withdraw any credit facilities offered to the Customer at any time. Upon withdrawal of the credit facility, all sums outstanding shall become immediately due and payable to the Supplier.

9. QUALITY OF GOODS

9.1 Where the Supplier is not the manufacturer of the Goods, the Supplier shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Supplier.

9.2 Where the Supplier is the manufacturer of the Goods, the Supplier warrants that (subject to the other provisions contained in these conditions) on delivery and for a period of 12 months from the date of delivery, the Goods shall:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (b) be reasonably fit for purpose.

9.3 The Supplier shall not be liable for a breach of any of the warranties in condition 9.2 unless:

(a) the Customer gives written notice of the defect to the Supplier (and immediately to the carrier if the defect is as a result of damage in transit, stating damaged on carriers paperwork) within one working day (24 hours), when the Customer discovers or ought to have discovered the defect; and

(b) the Supplier is given a reasonable opportunity (after receiving the notice) of examining such Goods and the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business within 5 days of the request by the Supplier, at the Supplier's cost for the examination to take place there, if the warranty claim is accepted by the supplier.

(c) any interference, modification or alteration of a product that is claimed to be a warranty will not be accepted by the supplier for warranty.

(d) the customer must request a Goods Return Note prior to attempting to return any product.

(e) the customer must not return any product that has been used on a dangerous or hazardous substance. Any warranty claim relating to products used on dangerous or hazardous substances must be discussed with our sales office and the supplier will have the right to consider refusing any such warranty claim.

9.4 The Supplier shall not be liable for a breach of any of the warranties in condition 9.2 if:

- (a) the Customer makes any further use of such Goods after giving notice under condition 9.3; or
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the handling, storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice in respect of which the Customer's attention is drawn to the provisions of condition 13; or
- (c) the Customer alters or repairs such Goods without the written consent of the Supplier.

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9.5 Subject to the other provisions contained in these conditions, if any of the Goods do not conform with any of the warranties in condition 9.2 the Supplier 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 Supplier so requests, the Customer shall, at the Supplier's expense, return the Goods or the part of such Goods which is defective to the Supplier.

9.6 If the Supplier complies with condition 9.5 it shall have no further liability for a breach of any of the warranties in condition 9.2.

10. SUPPLIERS OBLIGATIONS

10.1 The Supplier shall use reasonable endeavours to provide the Services in accordance in all material respects with the Contract and any specifications contained therein.

10.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Contract in respect of the supply of Goods and/or Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

10.3 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it under condition 11.1(e), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

11. CUSTOMERS OBLIGATIONS

11.1 The Customer shall:

- (a) Co-operate with the Supplier in all matters relating to the supply of the Goods and/or Services;
- (b) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier;
- (c) provide to the Supplier, in a timely manner, such information as the Supplier may require and ensure that it is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Goods and/or Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Goods and/or Services at those premises, and informing the Supplier of all of the Customer's obligations and actions under this condition 11.1(d);
- (e) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises;

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(f) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and

(g) not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trade marks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging.

11.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

11.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

12. TERMINATION

12.1 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate the Contract without liability to the Customer immediately on giving notice to the other if;

(a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

(b) the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing of the breach; or

(c) circumstances exist or arise which, in the reasonable opinion of the Supplier, materially and adversely affect the performance of, or the ability to perform, the Customer's duties and obligations under the Contract; or

(d) the Customer ceases or threatens to cease to carry out its business; or

(e) the Customer is subject to an Insolvency Event (as defined in clause 6.5(a)); or

(f) there is a Change of Control of the Customer.

12.2 On termination of the Contract by either party and for any reason:

12.2.1 All monies due to the Supplier under the Contract and not yet paid shall become payable immediately;

12.2.2 the Goods will remain the property of the Supplier;

12.2.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

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12.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect: (a) condition 6; (b) condition 8.7; (c) condition 12 and (d) condition 14; together with any other conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract.

13. USE AND INSTALLATION

13.1 Product performance specifications indicate the performance available from a given product and any selection of Goods which includes a product intended by the Purchaser for a purpose outside the limits of its specifications should not be made.

13.2 Advice on product selection can be obtained from the Supplier. Electrical products are normally offered for a power supply of 230V/1-Ph/50Hz, or 400V/3-Ph/50Hz, unless otherwise specified by purchaser at enquiry stage and agreed in the Contract.

13.3 When installing any Goods it is important to comply with the Health & Safety at Work Act 1974 and the Electricity at Work Regulations 1985, plus any other relevant requirements. All electrical installations should comply with the Institute Engineering and Technology (IET) Wiring Regulations BS7671 latest edition, including amendments. You are advised to employ the services of qualified, competent personnel for all installations and gain appropriate certification where required.

14. LIMITATION OF LIABILITY

14.1 Subject to condition 3, condition 4, condition 9 and any special conditions in the Contract, the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of the Contract;
- (b) any use made or resale by the Customer of any of the Goods and/or Services, or of any product incorporating any of the Goods or of any part of the Services; and
- (c) any representation, statement or tortious act or omission including negligence, in statute or otherwise, arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law (save for 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.

14.3 Nothing in these conditions excludes or limits the liability of the Supplier:

- (a) for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977); or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be not permitted by law for the Supplier to exclude or attempt to exclude its liability;

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(d) for any liability incurred by the Customer as a result of any breach by the Supplier of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982;

(e) for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable.

14.4 Subject to condition 14.3:

(a) the Supplier'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 Contract price; and

(b) the Supplier shall not be liable to the Customer for loss of profit, loss of business, loss of production, loss of revenue, loss of anticipated savings, loss of margin loss of use, loss of opportunity, loss of reputation or depletion of goodwill or any liability of the Customer to third parties and 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.

(c) the Supplier shall be under no liability under any warranty, condition or guarantee if the total price of the Goods has not been paid by the due date.

14.5 The Customer shall carry out a reasonable inspection of the Goods immediately after receipt.

(a) The Supplier will not held liable for any defects in the design, workmanship or materials of the Goods/Services supplied or faulty performance of work which could have been established upon the delivery inspection carried out pursuant to this clause 14.5.

(b) The Supplier will not held liable for any defects in the design, workmanship or materials of the Goods/Services supplied or faulty performance of work which could not reasonably have been established upon the delivery inspection carried out pursuant to this clause 14.5, unless the Supplier has received a written complaint within one year after delivery was effected.

(c) The Supplier will not held liable in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions, misuse or alterations or repair of the Goods without the Supplier's written approval.

15. INDEMNITY

15.1 The Customer shall indemnify the Supplier in respect of all damage or injury occurring to any person, firm, Company or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which the Supplier may become liable in respect of the Goods/Services sold under the Contract in the event that the damage or the injury shall have been occasioned otherwise than by negligence of the Supplier.

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16. ASSIGNMENT

16.1 The Supplier will be permitted to assign the Contract or any part of it to any person, firm or company.

16.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

17. FORCE MAJEURE

17.1 The Supplier reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, governmental actions, war or national emergency, acts or threats of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's 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 Customer shall be entitled to give notice in writing to the Supplier to terminate the Contract.

18. GENERAL

18.1 The Supplier may at its discretion provide oral advice or assistance to the Customer, however it shall be the sole responsibility of the Customer to ensure that all installation or fitting of Goods is conducted by an appropriately qualified professional.

18.2 Where the Goods are incorporated by the Customer into an end product, the Customer shall be responsible for ensuring that the end product complies with all relevant safety standards.

18.3 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.

18.4 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.

18.5 Failure or delay by the Supplier 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.

18.6 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

18.7 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.

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18.8 Subject to clause 18.9, 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.

18.9 The Supplier may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

19. NOTICES

19.1 All notices between the parties about the Contract shall be in writing and delivered by hand or sent by first class post or sent by fax or email:

(a) in case of notices to the Supplier, to its place of business or such changed address as shall be notified to the Customer by the Supplier; or

(b) in the case of notices to the Customer, to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.

19.2 Notices shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by fax or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

19.3 This condition 19 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

20. ONLINE SALES – also refer to the terms and conditions on our www.e-pumps.co.uk website

<http://www.e-pumps.co.uk/terms-conditions.asp>