

1. THE CONTENT OF THIS CONTRACT

- a) In this contract- "the Company" means Pro-teq Safety Surfacing (UK) Ltd."the Goods" means the goods or services sold or supplied by the Company to the Customer under this contract.
- b) This Contract governs the sale of Goods by the Company to the exclusion of all other representations, statements, understands negotiations, proposals or agreements.
- c) Where the Customer submits its own order form these terms shall prevail if they conflict with the terms in that form, even if that form includes a condition similar to this one.
- d) No employee of the Company or its agents has authority to make any warranty, statement or promise concerning the Goods except in writing signed by a duly authorised employee of the Company.
- e) The Customer's order shall be subject to acceptance by the company.
- f) Orders are accepted and estimates of delivery given conditionally on the Company being able to secure the necessary labour or material and without responsibility for delays or non-fulfilment arising through risk and uncertainties of manufacture, strikes accidents, force majeure or otherwise howsoever.
- g) All drawings, descriptive and forwarding specifications, particulars of weights and dimensions are approximate only and not binding and illustrations contained in catalogues, price lists, sales literature and other advertisement material are for the purpose of general description only and none of these shall form part of this contract.

2. STANDARDS

Where the Company is asked to manufacture or supply Goods to the Customers own specification, the Company will not be held responsible for any non-compliance to the relative standards for those Goods and is not responsible for the actual suitability of those goods for the purpose being used.

3. PRICES

- a) We reserve the right to invoice at the price ruling at date of despatch. All prices, unless otherwise stated, are for delivery "ex works" and are exclusive of value added tax or any other tax or duty which is or may be levied or charged in the UK or in the country of destination. Any such taxes duties or charges shall be paid by the Customer.
- b) Unless otherwise specified, packing cases and pallets will be charge extra but will be credited in full on return carriage paid and in good condition within one month of receipt by the Customer. Export packing cases are not refundable.
- c) The prices quoted are subject to any increase in the cost of labour or materials between the date of quotation and despatch of Goods from our works and do not include installation costs.
- d) If the Customer requires alteration to the order the price will be varied accordingly.

4. PROPERTY OF THE GOODS

- a) Property of the Goods delivered by the Company shall not pass to the Customer until payment is made in full. In case of default in payment, the Company shall be granted access rights in order to repossess the Goods. At all times before payment in full:
- b) If the Customer delivers Goods to a third party before payment has been made in full to the Company, the Customer shall hold all sums received for such Goods as trustee for the Company

5. DELIVERY

- a) Delivery shall be "ex-works" unless the Company agrees otherwise. If the Contract includes delivery by the Company the Customer shall be responsible for giving the Company clear and accurate instructions as to the place of delivery.
- b) Time shall not be of the essence in respect of delivery. If the Goods are to be delivered by a date specified by the Customer or by the Company such date is to be treated as an estimate only. The Company does not guarantee that the Goods will be delivered by such date or accept any liability for failure to meet the date.

6. SETTLEMENT TERMS

- a) Home Sales: Where credit facilities exist accounts are due for payment 14 days from the date of invoice. Where special discount terms are quoted, the terms must be strictly adhered to otherwise the account will be charged net. The Customer shall unless otherwise agreed in writing, pay all sums due to the Company under the Contract prior to delivery in cash or cleared cheque in pounds sterling. If for any reason the Company does not receive unconditional payment in full, whether under any terms of credit facilities or otherwise, within 14 days from delivery then the Company may charge daily interest on such payments at a rate equal to 5% per annum above the Base Lending rate of Natwest Bank UK, such interest to run from day to day to accrue before as well as after any judgement.
- b) The Company has the right to refuse a credit account for any Customer it sees as a potential risk.
- c) Export Sales: Special terms will be quoted for export deliveries.

7. DEFEATS

- a) The Company does not accept responsibility for any damage, shortage or loss in transit unless:
 - I. Non-receipt of Goods is advised to the Company within 10 days from the date of the Company's advise/delivery note; and
 - II. Any breakage, damage or shortage is advised to the Company and carriers within 3 days of receipt of Goods provided that the carriers note is marked "unexamined".
- b) All sizes are approximate. Variations during the course of manufacture cannot be avoided and liability is not accepted for them.
- c) When Goods are offered and supplied to a Customer's designs and specifications no guarantee is given or implied for their suitability for the purpose for which they are used.
- d) If during the period of twelve months from the date of invoice The Company is notified of a fault in the Goods which is due to a faulty design, manufacturing or materials the Company will replace or (at its option) repair the faulty part free of charge provided that:
 - the Goods have been properly kept, used and maintained in strict accordance with the manufacturer's or the Company's instructions, if any, and have not been modified.
 - the fault is not due to accidental or willful damage, interference with or maintenance of the Goods by persons other than the Company or its duly appointed Agent.

8. LIMITATIONS OF LIABILITY

- a) Except where expressly contained in the Contract, all warranties, conditions, undertakings and representations express or implied, statutory or otherwise, are excluded and the Company has no obligation, duty or liability in Contract, tort (including negligence or breach of statutory duty) or otherwise.
- b) In any event, the Company's liability arising for any reason in connection with this Contract shall be limited to the original invoice value of the Goods.
- c) In no circumstances will the Company be liable in Contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, or for the indirect or consequential loss or damage whatever.
- d) The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- e) Each provision of this Condition is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.

9. TERMINATION

- The Company shall have the right forthwith to terminate this Contract and to claim for any resulting losses or expenses if -
- the Customer commits a breach of this Contract and fails to remedy the breach within reasonable time of a written notice to do so; or
 - the Customer commits any act of bankruptcy or compounds with its creditors; or a petition or receiving order in bankruptcy is presented or made against the Customer; or a petition for a administration order is presented in relation to the Customer; or a resolution or petition to wind up the Customer is passes or presented (otherwise than for reconstruction or amalgamation) or a receiver or administrative receiver or any similar event occurs under the laws of the state where the Customer was incorporated.

10. CANCELLATION

The Company reserves the right to levy a cancellation charge of 20% of the order value in the event of the order being cancelled by the Customer. Please Note: Any such charges is non-negotiable and is solely at the discretion of the Company,

11. FORCE MAJEURE

The Company shall not be liable in respect of any breach of this Contract due to any cause beyond its reasonable control including: Act of God, inclement weather, flood, lightning or fire, industrial actions, or lockouts; the act or omission of Government, highways authorities, or other competent authority, war, military operations or riot, the act or omission of any part for whom the Company is not responsible.

12. INFRINGEMENTS

- a) The Customer shall indemnify the Company against all damages, penalties, costs and expenses arising out of any claim by any third party for any infringement or alleged infringement of any third party's industrial or intellectual property rights in any work carried out in accordance with the Customers specification.
- b) Copyright in all drawings or tracings prepared by the Company are the Company's property and copyright must be regarded as confidential. Such drawings or tracings must not be published or disclosed under any circumstances without the Company's permission in writing.

13. APPLICABLE LAW

The Law of England shall be the proper law of the Contract.