## Turvec (Broxap Limited) - Terms and conditions of sale

TBXT&CoS/JB/V1/22JAN2025

# **turvec**

GENERAL
In these Conditions:
the following expressions shall have the following meanings:
"Buyer" the individual ferm company or other party from whom an Order to
Supply Goods and/or provide Services is received by the Seller.
'Conditions' it is standard terms and conditions of sale of the Seller as set
out in these terms and includes any additional terms and conditions of sale
spread in Writing by the Seller.
'Contract' a contract for the Supply of Goods and/or provision of Services
'Contract' a contract for the Supply of Goods and/or provision of Services

Table of Delivero'' the date on which delivery of the Gords or Services

by the Seller to the Buyer whether made verbally on in Writing.

"Date of Delivery" the date on which delivery of the Goods or Services takes place pursuant to Condition.

"Goods' the goods, articles, or items which the Seller is to supply under the Contract.

reasonable digging conditions.

"Order" an order placed by the Buyer for the Supply of Goods and/or provision of Services whether verbally or in Writing.

"Seller" Browa Limited or the trading division, subsidiary or holding company or associate of the company as notified to the Buyer in Writing.

"Services" the work, installation, maintenance, services, or any of them to be provided and delivered by the Seller pursuant to the Contract.

"Site" the premises or Jocation nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.

"Writing" includes facisimile transmission, electronic mail, and other comparable means of communications.

ORDERS, ACKNOWLEDGMENTS, CONDITIONS AND VARIATIONS

These Conditions are incorporated in the Contract and contain the entire obligations between the Seller and the Buyer. In the case of any entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, the provisions of these Conditions shall prevail.

These Conditions sply to all the Seller's sales and any variation to these Conditions and any representations about the Goods and the Services shall have no effect unless expressly in Writing by the Seller's

DESCRIPTION
The description of the Goods and/or Services shall be set out in the Seller's quotation.
Any figures, statements, descriptions, illustrations, photographs, drawings, Any figures, statements descriptions, illustrations, photographs, drawings, Any figures, statements of the Seller's catalogues; paraphilets, price lists, advertisely little literature or samples provided to and inspected by the Buyer are not guaranteed to be accurate and are intended nerely to represent a general picture analog quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods, or sale by sample. If the Buyer wishes to order Goods in accordance with a particular grade or specification this should be stated in the Buyer's Order and any services of the Buyer to the state of the Buyer's Order and any services of the state of the Buyer's Order and any services of the state of the Super's Order and any services of the state of the Super's Order and any services of the Seller's order order of the Seller's order of the Seller's order o

No right of ownership or interest in the Seller's patients, registered designs, traclemarks, copyrights, or any other intellectual property ownership or Services provided under these Conditions. The Seller's patients of the Services provided under these Conditions. The Seller's patients or representations in relation to the Seller's patients, registered designs, trademarks, copyrights, or any other intellectual properly and does not warrant or represent that any registered patients, registered designs, trademarks, copyrights, or any other intellectual properly are valid or will retrigent to the complex of the seller's patients.

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QUUIATIONS AND PRICE

The Seller's quotations are estimated and valid on the date of quotation
and are provisional in so far as they are subject to alteration by reference
to any changes in the price of raw materials, any filten to be acquired by
the Seller from a third party, rates of vages, other costs of production,
the conditions of the Sife for the provision of the Services and any other
circumstances beyond the Seller's control taking place between the date
of the quotation and the Buyer's placing of an Order in respect thereof For
the avoidance of any doubt, prices are subject to correction in the event of
errors or omissions.

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any increase in wages or production and manufacturing costs, taxes, duties and other overheads; or

any increase in wages or production and manufacturing costs, taxes, duties and other overheads; or any other reason whatsoever beyond the control of the Seller including (but without projudice to the generally of the foregoing) fluctuations in exchange of the control of the seller including (but without projudice to the generally of the foregoing) fluctuations in exchange other authority or any labour problems.

The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract if the Seller becomes aware of facts or circumstances with offer is set better here of the Seller to supply additional Goods and/or Services which shall be dealt with a accordance with Condition 12 to it in the Seller's quotation shall be. Unless otherwise stated, the price set raise, speckaging, out of corriage to the contracted place of delivency, cost of off-loading and installation of the Goods (which for the avoidance of doubt shall be at the Buyer's soler risk and expense) and any additional charges incurred by the Seller including but not being limited to congestion charges, parking charges, local authority inconces and charges for sells and plant him.

Samples submitted to the Buyer will be payable by the Buyer unless expected in the seller in avoiding from a new pattern or design, the Seller may submit samples for approval by the Buyer before munifacturing most of the Order within will only be commenced on receipt of such approval in Writing.

The Seller's puctors assumes reasonable digging conditions for the

manufacturing most of the Order which will only be commenced on receipt of such approval in Witting.

The Seller's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that there are no Hazards in the area to be excavated. The Seller reserves the right to carry out a Site survey at the expense of Buyer up on the Buyer placing an Order and if the survey shows any Hazards the Seller shall advise the Buyer in writing of the nature of these and nority the Buyer of any advise the Useyer in writing of the nature of these and nority the Buyer of any Hazards is only a guide and the Buyer remains liable for the repair and/or movement of the Hazards.

The Buyer may request that the Seller carry out additional work to rectify any Hazards. The Seller is entitled to refuse such additional work if the Seller accepts such additional work the Seller shall provide the Buyer with an estimate which the Buyer acknowledges may after once the Seller with an estimate which the Buyer acknowledges may after once the Seller than the Seller accepts such additional work the Seller shall provide the Seller some strength of the Seller shall provide the Buyer with an estimate which the Buyer acknowledges may after once the Seller some strength of the Seller's counted that the Seller seller serves the right to windraw from the Seller and once and the Seller reserves the right to increase the Contract price if work outside of these hours is required.

The Buyer warrants that all information supplied to Seller is complete and accurate and the Seller reserves the right to increase the Contract price of terminate the Contract in the event of any breach of this warranty.

DELIVERY
Delivery of Goods shall be deemed to be effected by the Seller, (a) where Goods are delivered by the Seller, when the same arrive prior to unloading at the Site or at the nearest accessible road point to such Site, (b) where Goods are delivered by an independent carrier, at the time of bading onto the carrier's vehicle, (c) where Goods are collected by or on behalf of the Super by its servants or agents, when the same are collected or (d) in the case of Services shall be deemed to be delivered at the time of completion with the Contract by the estimated date of delivery as notified to the Buyer by the Seller following acknowledgement of the Order, such date or dates shall only constitute the times by which the Seller expocts to effect such delivery and in to time is a greated delivery and/or provision will be within a reasonable time but the time for performance of the Contract by the Seller shall not be of the sessence of the Contract, the Seller's failure to so deliver and/or provision the sessence of the Contract that of the Seller shall not be of the order of the Contract and the Seller shall not be of the Seller shall not be of the Seller shall not shall not have often shall not be of the Seller shall not be one of the Seller shall not be often shall not have often shall not shall not have often shall not shall not nonsititute a breach of Contract and the Seller shall not so or damage of any kind whatsoever.

The Buyer shall ensure that, where Goods and/or Services are to be

not in any circumstances be responsible for any dreet or consequent balls or diamage of any kind whatsoever. The Buyer shall fearner that, where cooks and/or Services are to be The Buyer shall fearner that, where cooks and/or Services are to be The Buyer shall fearner that, where cooks and/or Services are to be The Buyer shall be a serviced to a tent the Seller and/or services or appears that the Seller and/or its servants or agents. But and adequate access to the place of delivery and sufficient unloading facilities are provided so that the Seller and/or its servants or agents may complete the delivery and perform the Services. Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the control of the parties, but the affected party shall promptly upon the control of the parties, but the affected party shall promptly upon the control of the parties, but the affected party shall promptly upon the third that the control of the parties, but the deliver of the party shall take all action within its power to comply with the terms of the Contract as fully and promptly as possible. If the Buyer insila to take delivery of the Goods for any reason, the Buyer shall pay the Seller for any re-delivery required by the Buyer. The Seller reasers the right for these to deliver the Goods outside the UK. Buyer agree that the Seller is not required to serve on the Buyer such notice as provided for in section 2(3) of the Seller Goods Act 1979.

All pallets, crates, wheels, and other packaging specified as returnable will be charged for and credited if not returned within 26 days. In the event of a dispute such notice as sproided for the salver of Goods days, in the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller.

OUANTITIES AND INSTALMENTS
Where Goods are delivered and/or Services are provided by instalments each instalment shall be deemed to be sold under a separate Contract and the party in default in respect of any instalment shall be liable accordingly but no default in respect of any one instalment shall be liable accordingly but no default in respect of any one instalment shall affect due performance of the Contract as regards other instalment in instalments. He seller shall be entitled to invoice each instalment as and when delivery and/or provision is made and payment for all delivered and/or Services provided by instalments shall be due notwithstanding non-delivery and/or non-provision of other instalments or other default by the Seller. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of the Goods and/or provision shall entitle the Seller to suspend deliveries of the Goods and/or provision of other instalments and the seller of the Goods and or the Contract shall be deemed to have been fulfilled by delivery of a quantity within 10% either way of the quantity ordered, and the Buyer shall pay the price of the Goods received.

SUSPENSION AND CANCELLATION
If the Buyer requires cancellation of the Contract this will only be accepted
at the sole discretion of the Selent and unless otherwise agreed in Writing
only upon condition that any costs, charges, or expenses (both direct and
consequential) incurred by the Select up to the date of cancellation and the
value of all loss or damage (both direct and consequential) incurred by the
Select by reason of such cancellation will be reimbursed by the Buyer to the
value of a buyer of the selection of the properties of the contract of the selection of the contract of the selection of the selecti

will only be binding upon the Seller If it is made in Writing.

The Seller shall suspend the performance of the Contract on receipt of a request in Writing. The Seller shall suspend the performance of the Contract on receipt of a request in Writing from the Buyer but shall only do so for a period not exceeding 28 days and the Buyer shall reimburs the Seller for all storage charges and other additional costs the Seller incurs thereby, and such costs shall be added to and form part of the prior for the Goods. If such suspension shall continue for a period of more than 28 days, then the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract shall be one cancelled in accordance with the provisions of Condition 6.1. Any dates for performance by the Seller of any of its obligations under the Contract shall be stended for a period equal tray period of suspension in accordance with the Condition 8.2.

TERMS OF PAYMENT

Saw where the Seller has otherwise agreed in Writing payment of the price of the Goods and/or Services is due 30 days from the date on which the Goods and/or Services were delivered or deemed to be delivered and the time for payment shall be of the essence.

No payments shall be deemed to have been received until the Seller has received cleared funds. All payments payable to the Seller under the Contract shall be deemed to have been received until the Seller has received cleared funds. All payments payable to the Seller under the Contract shall be been the immediately on termination of this Contract.

The Buyer shall not be entitled to withhold payment of any amount due to the Seller type account of any disputed claim by the Buyer in connection with the Contract to result of the Seller any amount which is not then used and payable under the Contract to the Seller any mount which is not then used and payable by the Seller or for which the Seller disputse is liability.

and payable by the Seller or for which the Seller disputes liability.

If the Buyer fails to pay the Seller any sum due pursuant to the Contract by the due date the Buyer will be liable to pay interest to the Seller on such as leading to the Seller on such as leading rate of National Westminister Bank pit, accruing daily until payment is made, whether before or after any judgment. The Seller is also entitled to levy an additional charge which may be incurred by the Seller because of the Seller may suspend or close the credit account with the Buyer immediately if the Buyer fails to comply with the terms and conditions relevant to its credit account.

relevant to its credit account.

If the Buyer pays all or part of its credit account with a cheque and the cheque is dishonoured, the Seller resenves the right to debit the Buyer's credit account with any charge levied by the Seller's bankers and/or any othere third party in respect to the handling of the dishonoured cheque.

other third party in respect to the handling of the dishonoured cheque. Where the Seller agrees for the Buyer to pay for the Goods and/or Serv by instalments, any delay or default in making payment of one (or more) instalment(s), will render all remaining instalments due immediately and payable together with interest in accordance with Condition 9.4.

10. INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES
10. When the Contract includes provision of Services by the Seller, the Seller will supply all necessary personal and tools for the provision of the Services according to the details specified in its quotation.

2. Whene Services are to be provided under Condition 101, unless otherwise agreed the Buyer will be responsible for fas appropriately.

2. If a necessary preparation of the Site including, but not being limited to, all work to buildings, foundations, supporting structures and frieng points.

10.2. The provision of scaffolding, lifting and any other equipment (excluding tools) to allow or assist the Seller selecting and insurance of the Goods from the the Services; any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services; any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services; any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services; or services, and the seller access to any possession of the Site at such time and in such state as may enable it to complete the provision of the Services within any agreed time limit;

20.2 the removal of all debris and surplus materials from the Site at its sole cost and expense.

3. The Buyer acknowledges that the Seller may not be able to perform the Services unless the Buyer has completed with its obligations under Condition 10.2. If the Buyer acknowledges that the Seller may in its discretion and at its sole option either arrange for the provision of south time or items as it may require and change such expense as may be incurred in providing such item or items and they are such expense as may be incurred in providing such item or items to the Buyer or invoke the provisions of Condition 104 below.

10.4 The Buyer acknowledges that the ability of the Seller to provide the Services to fyriamy improvince to the Seller, in the event that the Sel

The Cuper Warrans unter-where the Goods are to be installed and/or the Services are to be performed in or at the premises of any third party it has full and proper authority for the Seller to enter the premises of that third party to install the Goods and/or perform the Services and undertakes with the Seller to inform it forthwith in the event of any suspension or termination of that authority;

it has obtained all relevant licences and consents to allow for the Seller to perform the Services and it has complied with all requirements applicable to the Goods;

to the Goods; it has carried out a full inspection of the areas on which the Selfer is performing the Services and has arranged for the preparation where appropriate of all necessary risk assessments, method statements and relevant drawings, including, but not limited to, underground service

it has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are safe and without risk to health;

It has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are aler and without risk to health: it has made such enquiries as are reasonable to ensure that all areas on which the Seller is performing the Services are free from latent defects and agrees to full indemnify the Seller against all and any claims which arise from any subsequent discovery of a latent defect on such area; it will enable the Seller to deliver the Goods and/or perform the Services or such active and the seller of the Seller and time shall be of the sessence in this regard; it will enable the Goods are suitable and fit for the purposes the Buyer intendight that Goods are suitable and fit for the purposes the Buyer intendight that Beach and the Seller to the Seller and time shall be of the sessence in this regard; it will enable the seller to the Seller and time shall be of the sessence in this regard; it will enable the seller to the Seller and time shall be of the Goods or seller and the seller and the Seller and time shall be of the Seller and time shall be shall be

### ADDITIONAL GOODS/SERVICES

Where the Buyer requires Goods and/or Services to be provided in addition to those set out in the Contract but as a part of the Contract, the Buyer shall place an Order in Writing therefore and upon acceptance in Writing therefore and upon acceptance in Writing by the Seller of such Order the provisions of these Conditions shall apply to those additional Goods and/or Services.

SELLER'S WARRANTY

Subject to any warranty stated in the Order the Seller shall make good by replacement or, at its option, repair any failure flar wear and tear excepted in the Goods and/off Sevicices which, under conditions of proper use and in the Goods and/off Sevicices which, under conditions of proper use and materials, or workmarship and which appears not later than 12 months after the Date of Delevey or after the date on which the provision of the

atter the Date of Delivery or after the date on which the provision of the Services is completed.

Notwithstanding the provisions of Condition 131, in the case of a claim falling within Condition 131, the Seller reserves the right at its losel discretion to credit the Buyer the price paid by the Buyer to the Seller.

In those circumstances where the Seller elects to provide a refund or debit any credit account of the Buyer pursuant to Condition 13.2, the Buyer hereby acknowledges and agrees that unless otherwise agreed in Writing by the Seller, it shall be solely responsible for the safe removal fincluding any clientistalistical and disposal of any defective Social and/or poods provided as part of the Services fincluding any and all costs and/or expenses associated therewith) and underlesses that it shall comply with the writing there are nonel any relevant laws and good trade practice. The Buyer shall make good any dramage caused to its premises, or that of any third party, in connection with the removal and/or disposal of defective Goods and/or goods provided as part of the Services and shall indemnify and keep indemnified the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller arising unt of or in connection with such removal or disposal.

losses suffered or incured by the Seller arising out of or in connection wis wint removal or disposal.

The Seller's lability under this Gods supplied and/or Services provided under any Contract De the due date or is otherwise in breach of this or any other contract made with the Seller, or the Seller or its servants or agents are denied full and free right of access to the allegady defective Goods and/or Services or the Buyer has not properly kept, used and maintained the Goods strictly in accordance with the manufacturer or the Seller is invalidated in the conditions of the Seller is the manufacturer or the Seller is invalidated for the Seller is the manufacturer or the Seller is invalidated for the Seller is the manufacturer or the Seller is invalidated for the contractions of the Seller is the contractions of any five.

13.4.3 the defect of failure is caused by willful damage, interference, dirf, neglect, misuse, accident or abnormal working conditions or continued use after a defect has become apparent; or 13.4.4 the defect or failure is caused by defective, maintenance or incorrect installation of the Soods by an agent or contractor of the Suyer; or

13.4.5 the defect or failure is caused by wear and tear; or
13.4.6 the Buyer has failed to notify the Seller in Writing of any loss, defect or
suspected defect within 3 days of the Date of Delivery; or

13.4.5 the defect or failure is caused by wear and tear; or
13.4.6 the Buyer has failed to notify the Seller in Wilring of any loss, defect or
13.4.7 if such defect or failure size, within 3 days of the Date of Delver; or
13.4.7 if such defect or failure sizes as a result of any inaccurate or incomplete
13.4.8 the Buyer, has modified the Goods in any way.
13.5. The warranty set out in Condition 13.1 shall be in lieu of any warranties
conditions or undertakings whether express or implied by statute, common
lawl or or undertakings whether express or implied by statute, common
lawl or or undertakings whether express or implied by statute, common
lawl or or undertakings whether express or implied by statute, common
law or otherwise howsoever which warranties, conditions and undertakings
are hereby expressly excluded, except that auch exclusions will not apply to
13.5.1 any implied condition that the Seller has or will have the right to sell the
13.5.2 when the Buyer deals as a consumer (as defined in section 12 Unfair
Contract Terms Act 1977), any implied term relating to the conformity of the
goods with their description or sample or as to their quality or fitness for
a particular purpose.

13.6. The Seller's responsibility is limited to the terms of the foregoing provisions
of this Condition and lexcept in respect of death or personal injury resulting
to be liable for any claim for direct or indirect consequential or inclinated loss,
injury, delay, expense or damage of any kind whatsoever and howsoever
caused (including but not limited to loss of profit) made by the Buyer or any
third party against the Seller arising out of or in connection with any defect
in the color and of Services or whether or not such defect amounts
to a breach of a fundamental term or a primary obligation of the Contract or
al undamental breach thereof.

13.7 Subject to clause 136, the Seller's total liability to the Buyer in respect
of the Seller, its servants or agents and whether or not such defect amounts
to a breach of a fundamental t

which the Contract relates.

Any Goods that are designed for access control purposes are designed to deter unauthorised access. For the avoidance of any doubt, the Seller gives no warranty that the Goods or installation thereof will prevent authorised access and the Seller shall not be held liable for any loss or

authorised access and the Seller shall not be held label for any loss or damage howsoever arising as a result of unauthorised access to the Buyer's property by any third party whether a trespasser or otherwise or unauthorised interference with the Goods.

The Buyer achonyeling and agrees that some goods supplied by the Seller which are made of wood have been machine finished and pressure that the seller which are made of wood have been machine finished and pressure that the seller certain the seller and the seller seller and the seller seller and the seller seller and the seller sel

The Seller does not warrant that any two items supplied by it will be identical in colour and the Buyer acknowledges that it shall have no recourse against

## GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES

GOODS AND MALEMALS MANUFACT UNELD BY THIRD PARTIES. Where the Goods which are the subject of the Contract are not manufactured by the Seller and are delivered direct to the Buyer or collected by or no helalf of the Buyer from the manufacturer or other third party, the Seller shall not be liable for any loss or damage to such Goods whatsoever or whensoever occurring.

15. TITLE TO GOODS

15. Linking paymen in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.

15.2 Linklit little to the Goods has passed from the Seller to the Buyer, the Buyer shall:

15.2. Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property:

15.2.2 not remove, define or obscure any identifying mark on or relating the Goods so that all risks for the time full price may be sufficient to the seller shall be goods.

15.2. In the Goods is restricted by the Seller's property:

15.2.4 not the Goods are the Seller's property.

15.2.4 not the Seller immediately if it becomes subject to any of the events listed in clause 55, and give the Seller such information relating to the Goods as the Seller may require from time to time.

Subject to Conditions 15.4 and 15.5, the Buyer shall be at liberty to sell the Goods supplied in trust to pay to the Seller such sums to which it is entitled under the provisions of the Contract provided that the sums due to the Seller shall be kept separate from any moneys of the Buyer and/or any third party, any sale shall be effected in the ordinary course of the Buyers' and property on the Buyers' and the Buyer's and the Seller's shall be the Seller's property on the Buyer's now behalf and the Buyer should deal as principal when making such a sale. Notwithstanding the provisions of this Condition 15.3, the Buyer may retain from the proceeds of such sale any sum in excess of the sum or sums to which the Seller is entitled under the Contract or any other Contract between the Seller and the Buyer.

The Seller may alt any time revoke the Buyer's conditional power of sale contained in Condition 15.3 by giving 24 hours prior notice in Writing of such contained in Condition 15.3 by giving 24 hours prior notice in Writing of such longer than 14 days in the payment of any sum whatesover due to the Seller from the Buyer (whether in respect of the Goods and/or Services which are the subject of the Contract Contract Detween the

from the buyer (Wheeler III Legest) and a support of the Contract or in respect of any other Contract between the Seller and the Buyer) or if the Seller has bona fide doubts as to the

the Sellier and the Buyer; or it the Sellier has borial not doubts as to the solvency of the Buyer.

The Buyer's right of possession of the Goods and conditional power of sale contained in Condition 15.3 shall automatically cease if:

ine Buyer's right of possession of the Goods and conditional power of sale contained in Condition 15.3 shall automistically cases it is a receiver or administrative receiver is appointed over the horizontal part of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into voluntary liquidation (excepts made against the Buyer or the Buyer goes into voluntary liquidation (excepts or makes any arrangement with list corditions or becomes subject to an administration order or commits any act of bankruptcy, or the Buyer pleagles or in any way charges by way of security for indebtedness the whole or any part of the Goods. Should the Contract require the installation of the Goods at or in the premises of any third party, the Buyer shall notify the third party before installation of the terms of this Condition 15 and othain the installation of the properties of the terms of this Condition 15 and othain the concedes the rights of the Seller under it as if the Contract was made by the third party directly with the Seller. The Seller will have the right to maintain an action against the Buyer for the price of the Goods in the Seller.

celevere at the time of completion by the Selevices. Notwithstanding the reservation of title contained in Condition 15, the Byer shall insure the Goods and/or any products made wholly or part between the Selevices of the Selevices are being rendered for the Selevices of the Selevices of the Selevices are being rendered for softice of regular from the time of delivery of the Goods until the date title in the Goods passes to the Byer prusant to Condition 154 or practical completion of the Services has taken place and procure that the interest of the Seler as the owner of the Goods and/or performer of the Services is noted on the policy of such insurance and produce such policy to the Sele or inspection on demand.

The attention of the Buyer is drawn to the provisions of section 6 Health an Safety All Work (ELO) Act 1974. The Safet will make available upon request information on the design, construction, and installation of its products to the design, construction, and installation of its products to triak to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made available to its servants, apents, or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be give

question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give written notice to the Seller to terminate the Contract TERMINATION
Without prejudice to any other rights or remedies which the parties may be represented to the seller to terminate the Contract and/or suspend the performance of the Contract is the contract and/or suspend the performance of the Contract is the Buyer commits a breach of any of the terms of the Contract and off suspending of the threads. The Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller for any number of the Seller group of which the Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller for any number of the Seller group of which the Buyer suspends, or threatens to suspend, payment of its oblets or is unable to pay its debts and the seller to the seller to

GENERAL

If at any time any one or more of the provisions or part thereof of these
Conditions becomes or is invalid, illegal, or unenforceable in any respect
under any law or is held by a court to be invalid, illegal, or unenforceable, to
waidify an enforceability of the remaining provisions hereof shall not in a
provision or infected or invalid the design of the country of the country of the country
These Conditions and each and early Contract made pursuant to them

These Conditions and each and every Contract made pursuant to them shall be governed by and construction in all respects in accordance with the laws of England and the Seller and the Eugen Period of the contract of the Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been received: if sent thy pre-paid first-class post, two days (excluding Saturdays, Sundays (if sent the pre-paid first-class post, two days (excluding Saturdays, Sundays).

and bank and public holdelps) after postery excusive of the day of posting)
20.3.2 if delivered by hand, on the day of delivery.
20.3.3 if sent by han, on a working day prior to 4.00pm, at the time of transmission
20.4 No values by the Seller of any brase), of any provision of the Contract by
20.5 the Seller of any brase), of any provision of the Contract by
20.6 No values by the Seller of any brase), of any provision of the Contract by
20.7 the Buyer shall be considered as a valvier of any subsequent breach of the
30.7 the Seller of any brase), and the Buyer.
20.5 The parties do not intend that any term of the Contract shall be enforceable
by virtue of the Contracts (Rights of That Parties) Act 1999 by any person
that is not a party to it.
20.6 The Seller may assign the Contract or any part of it to any person, firm or
company. The Buyer shall not be entitled to assign the Contract or any part
of it without the prior written consent of the Seller.
20.7 The Seller reserves the right to subcontract any part of the Order or
Contract.

The Seller reserves the right to Subcontract, any parts of the Contract.

The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Seller. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purposes. No party shall have authority to act as agent for, or to bind, the other party in any way, shall have authority to act as agent for, or to bind, the other party in any way.

