

Conditions of Sale and Work

1. GENERAL

"The Company" means Creative Solutions (Swindon) Ltd, trading under that name or under the name of its associated companies "The Buyer" means the person or company contracting with Creative Solutions (Swindon) Ltd or its associated companies within the AKCM group of companies.

- (i) All quotations made and orders accepted are subject to the conditions below. All other conditions contained in any orders or otherwise are excluded from the contract unless specifically accepted by the Company in writing.
- (ii) "Goods" means all materials, plant and equipment or any part of them supplied by the Company. "Services" means all work of design, repair, management or installation on site and any other act performed by the Company.
- (iii) No order issued to the Company by the Buyer will be deemed to be a contract unless and until the Company accepts in writing the order.
- (iv) The Buyer has sole responsibility for the fitness of the goods for his/their intended purpose(s).

2. PRICES

- (i) All prices quoted by the Company for Goods and Services are subject to fluctuation in the cost of materials, labour, transport, taxation and statutory regulations, whether new or existing and any increase in these costs after the date of quotation and before the date of delivery of Goods or completion of Services will be added to the contract price.
- (ii) The Company reserves the right to make an extra charge in respect of any variation or addition to the specification of the contract by the Buyer or for work undertaken outside normal business hours.
- (iii) The Buyer will not be entitled to claim for repairs or alterations undertaken by him without the consent in writing of the Company.

3. VALIDITY

All quotations remain valid for a period of 60 days from the date of issue and thereafter will be subject to confirmation by the Company before acceptance of a contract

4. TERMS OF PAYMENT

- (i) Unless otherwise agreed, payment by the Buyer will be:
 - (a) On all contracts not exceeding £1,000 net cash will be payable within 30 days from the date of the invoice.
 - (b) On all other contracts, the Company reserves the right to call for payment by installments, comprising interim progress payments and a final payment according to a schedule agreed previously with the Buyer. NO retentions are to be taken from any payments without prior consent.
- (ii) Time for payment will be of the essence of the contract. The Company will have the right to charge interest at a rate 1% above base lending rate for the time being of the NatWest Bank PLC on any overdue account and may in addition postpone the completion of its own obligations and suspend work until any such overdue payment be made.
- (iii) No dispute concerning the quality or performance of the Goods and Services will entitle the Buyer to delay or withhold any payment.

5. TITLE & RISK

- (i) Title to the Goods shall not pass to the Buyer until payment in full has been received by the Company and any other sums due to the Company have been paid.
- (ii) Until the Company has received payment in full the Buyer shall be responsible of the Goods and responsible for any loss or damage.

6. DELIVERY

- (i) Time for delivery and performance is given in good faith and as accurately as possible. No warranty is given as to the Goods by the Company other than the benefit of any warranty given to the Company by its suppliers or manufacturers. The Buyer will have no right to damages or to impose penalties or to cancel the order owing to delay from any cause unless agreed by the Company in writing.
- (ii) Time for delivery and performance will, in every case is conditional upon the date of receipt by the Company of the Buyer's signed order to proceed and of all the necessary information for the Company to put work in hand.
- (iii) The Buyer will accept delivery of the Goods when available. In the event that such delivery be not accepted or be delayed, the Buyer will pay all costs and expenses which result including a charge for storage of the Goods.
- (iv) If deliveries are required by the Buyer over an extended period or if part-deliveries are made by the Company in agreement with the Buyer, each delivery will be considered a separate contract and invoiced separately.
- (v) The Company will not be liable for claims in respect of shortage of or damage to the goods unless notified by the Buyer within 3 days of the delivery. In the absence of written notice by the Buyer of non-receipt of the Goods within 14 days of advice of dispatch, the Goods will be deemed to have been received correctly and in good condition.
- (vi) Credit for shortage of or pre-delivery damage to the Goods will only be considered by the Company on receipt by them of written notice according to the preceding sub-clauses.

7. CANCELLATION

Cancellation will only be accepted by the Company on condition that

- (i) All costs, expenses, loss of profits and other losses or damage suffered by the Company has agreed by the two parties or, in the absence of such agreement, as certified by the Auditor of the Company will be immediately reimbursed by the Buyer and until reimbursed shall carry interest at the rate before-mentioned.
- (ii) Any other sums due to the Company have been paid.

8. INSTALLATION

- (i) When the Company undertakes work on one site belonging to or specified by the Buyer, the Buyer will provide:

(a) a clear and level site with sufficient space adjacent for the temporary storage of materials and equipment.

(b) temporary cover over the site to protect the Goods and construction work effectively from the elements.

(c) free use to the Company of water, light, compressed air, power, lifting tackle and fork lift trucks with drivers as maybe necessary for installation to proceed and as specified.

(d) a satisfactory and Continuous means of access to the site free of all obstruction together with off-loading and parking facilities for the use of the Company, its employees and its sub-contractors.

(e) health and welfare facilities which may be required by statutes in force during the period of installation for the benefit of employees and sub-contractors of the Company whilst engaged in work at the site.

- (ii) The Buyer will indemnify the Company in respect of all claims or proceedings taken against the Company by any third party in respect of personal injury or damage to property caused by or arising out of the Goods and Services except where it, be proved that the Company or its employees have been negligent.

- (iii) All persons provided by the Buyer to assist the Company, whether by mutual agreement or otherwise, will in all aspects remain the employees of the Buyer.

- (iv) The Buyer will ensure that the employees of the Company be able to carry out their work with continuity and without hindrance. Any expense incurred by the Company and result of the Buyer's failure to do so will be charged extra.

- (v) The Company is entitled to appoint, at its sole discretion, one or more sub-contractors to carry out any or all its obligations.

- (vi) When contractors, other than those employed by the Company, are involved at the same time or in connection with the installation, the Buyer will arrange a programme of work so permit the Company's work to be carried out continuously. Should the Company be delayed in its work or be required to make a return visit to site by the absence or failure of such a programme, additional costs will be chargeable to the Buyer unless such extra visits or delays be specified or taken into account by the Company prior to its acceptance of an order.

- (vii) On completion of the Contract, any surplus material supplied by the Company will, unless otherwise agreed in writing, remain the property of and be removed from site by the Company.

- (viii) The Company gives no undertaking or warranty that any or all of its employees or those of its sub-contractors will be members of a Trade Union.

9. DESCRIPTION, DRAWINGS, SPECIFICATIONS

- (i) The Company reserves the right to change and improve the design of some or all the components covered by any quotation.

- (ii) All drawings and other documents and information supplied by the Company remain its property. The Buyer will not, without written consent of the Company:
 - (a) give away, lend, exhibit or sell the any part or any copy of them.
 - (b) use them in any way except for the purpose of installing or using the Goods to which they relate

- (iii) No information given in the Company's printed literature, drawings and other documents forms part of any contract.

- (iv) The Buyer is responsible for the accuracy of all drawings and information provided by him both, Company.

- (v) Copyright in respect of all drawings and other documents prepared by the Company will vest in and remain the property of the Company.

10. PLANNING PERMISSION, LICENCES, REGULATIONS, BYE-LAWS

- (i) No responsibility is accepted by the Company for failure to comply with any statutory or other regulation or bye-law affecting the siting, use or construction of the Goods. All consents and/or approvals required will be obtained by the Buyer.

- (ii) All fees and other charges levied by the Local Authorities in connection with regulations or approvals are payable by the Buyer.

11. ASSIGNMENT, SET-OFF & COUNTERCLAIMS

- (i) The Buyer will not assign the Company's Goods or Services for the benefit of his creditors or any third party without the written consent of the Company

- (ii) No right of set-off will exist for any claim by the Buyer against the Company except with the written Consent of the Company and the Buyer will not withhold all or part of any payment due to the Company for work done.

12. FORCE MAJEURE

The Company will not be held responsible for any failure to fulfill all or any part of the contract if fulfillment be delayed or hindered or prevented by any circumstance beyond its reasonable control such as strikes, lockouts, fire, accidents, wars, riots or interruption of transit when the Company will withhold, reduce or suspend the delivery of Goods or provision of Services at its sole discretion.

13. LAW, JURISDICTION

- (i) Any contract will be governed in all respects by English law and is subject only to the jurisdiction of the English courts.

- (ii) No clause contained in these conditions of sale will remove any right accorded to the Buyer by English law, either new or existing.

14. SAFETY

Some goods sold can be hazardous. The Buyer accepts full responsibility that the goods ordered are for the purpose and to the specification required and for their installation, maintenance and use by appropriately skilled technicians.

The company will provide the relevant documentation required for its employees and or its contractors to comply with the current health & safety procedures / CDM regulations as necessary.