

## Terms and Conditions of Sale – Gardiff Epos Limited

All business is carried out subject to the following Terms and Conditions:

### 1. Basis of Sale

**1.1** Gardiff Epos Limited ("the Company") shall sell and the person who accepts the Company's quotation or who places an order accepted by the company ("the Customer") shall purchase goods supplied by the Company subject in either case to these conditions which shall govern the contract to the exclusion of all other terms, conditions and warranties whatsoever (including any which are implied by statute or common law and any which may appear in the customers order) unless any of the same are specifically agreed in writing by a director of the Company.

**1.2** No variation to these conditions shall be binding unless agreed in writing by a director of the Company.

**1.3** The Company's employees or agents are not authorised to make any representation as to the description, quality or fitness for any particular purpose of any goods supplied by the Company. If a representation is made or an opinion expressed which materially affects the Customer's decision to place an order, the Customer should ensure that such details be confirmed in writing by a director of the Company so as to form part of the contract; no liability can otherwise be accepted.

**1.4** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or other document or information issued by the Company shall be subject to correction without liability on the part of the company.

**1.5** Whilst the company takes every precaution in the preparation of its catalogues and other literature, these documents are for the customer's general guidance only and the particulars contained herein shall not constitute representations by the company and the company shall not be bound thereby.

**1.6** No order will be binding upon the Company unless and until accepted by the Company in writing or by delivery of any goods the subject of the order ("Goods").

**1.7** Orders are accepted on the basis that these Terms (or varied as aforesaid) apply to the order. Accordingly any Terms endorsed on or contained or referred to in any Customer's order or confirmation or otherwise communicated to the Company which are inconsistent with these Terms and are not specifically agreed in writing by the Company, shall be deemed to be suspended and nullified by these Terms.

**1.8** The Customer undertakes not to remove, deface or obliterate the Company nameplate or associated trademark from goods sold subject to this contract.

### 2. Prices

**2.1** The price of the Goods shall be the Company's quoted price or when no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's relevant price list current at the date of invoice.

**2.2** The price of the goods shall be subject to alteration by the Company at any time before delivery for reasons including, but not limited to, alterations arising from any increase in the costs of the Company which is due to any factor beyond its control such as, without limitation, any foreign exchange fluctuation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture or other overheads, any change in delivery dates, quantities or specifications for any Goods which is requested by the Customer or the failure of the Customer to give the company adequate information or instructions.

**2.3** The quoted price is exclusive of any applicable Value Added Tax, which the Customer shall be additionally liable to pay to the Company at the prevailing rate.

**2.4** Goods deemed as and or quoted as 'Spare and Accessories' shall be delivered free of charge where the order is placed, despatched and delivered with the main Goods order. Separate orders or despatch locations for Goods deemed as Spare and Accessories shall be subject to a delivery charge. The delivery charge will vary depending on the size and weight of the Goods and the delivery location and shall be paid by the Customer.

### 3. Payment

**3.1** The Customer shall pay the price of the Goods within 7 days of the date of the Company's invoice, unless specifically agreed in writing by a director of the Company, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. Time for payment of the price shall be of the essence of the contract.

**3.2** If payment of the price or any part thereof is not made by the due date, the Company shall be entitled without notice and affecting any other right it may have (a) to charge interest both before and after any judgement on the outstanding amount at the rate of 2% per month accruing daily.

(b) to deduct any outstanding amounts from any monies owed to the Customer on any account whatsoever (c) appropriate any payment made by the Customer to such Goods and or services supplied under any contract between the Customer and the Company as the Company may think fit (notwithstanding any purported appropriation by the Customer); and (d) cancel or suspend delivery of any Goods or services ordered by the Customer, which have not been delivered without incurring any liability to the Customers.

**3.3** The Company reserves the right to consult whoever it considers appropriate for the purposes of obtaining trade references for the Customer. Such trade references will be recorded by the Company and will be made available to other businesses for the continuing assessment of credit risk.

**3.4** The Company reserves the right to amend any accidental error or omission on quotations, order acknowledgements, invoices or credit notes.

**3.5** No payment shall be deemed to have been made until the Company's accounts are credited with the relevant cleared funds.

**3.6** Should the Customer fail to pay on the due date or fail to comply with the terms of payment the Company reserves the right to claim compensation for debt recovery costs and interest under the Late Payment of Commercial Debts (Interest) Act 1988.

**3.7** The Customer may not withhold or make any deduction from or set off against any payment due to the Company for any reason.

### 4. Reservation of title

**4.1** Notwithstanding delivery and the passing of risk, the property in all the Goods delivered by the Company to the Customer shall remain vested in the Company until payment in full is received and cleared through the company's bank account not only for the Goods and or services comprised in any other contracts between the Company and the Customer which have been delivered and/or perform but remain unpaid.

**4.2** Until payment due from the Customer under all contracts between the Customer and the Company has been so received in full: (a) the Customer shall hold the Goods upon trust for the Company (b) the Customer shall at all times keep the Goods comprehensively insured against normal perils and damage (c) the Customer shall subrogate to the Company any rights it may or will have in respect of insurance monies recoverable from the Goods (d) the Customer shall hold the Goods as bailee in a fiduciary capacity for the Company and it shall be the responsibility of the Customer to keep the Goods in good condition at its own expense (e) the Goods shall be held separately from any other assets and be identified as the property of the Company (f) the Customer shall permit any officer, employee, representative or agent of the Company to enter with or without vehicles onto the Customers premises or other site where the Goods are located and to repossess the goods.

### 5. Delivery

**5.1** Goods to be delivered to the Customer shall be delivered by one or more consignments as may be agreed between the parties. Where Goods are to be supplied by more than one consignment, then each consignment shall be deemed to constitute a separate contract.

**5.2** Each consignment must be inspected in the presence of the Company's delivery agent. The Company is obliged to notify all claims to its carriers within 7 days of delivery. Consequently, claims regarding incomplete delivery or notices of defects must be submitted to the Company in writing no later than 3 days after the delivery of the Goods and must be sufficiently evidenced. If complaints are not submitted within this time the Goods shall be deemed to have been duly delivered and in perfect condition.

**5.3** Risk in the Goods supplied shall pass to the Customer when the Goods are delivered to or collected by the Customer or its agent.

**5.4** Any dates quoted for the delivery of Goods are approximate only and are quoted in good faith. All reasonable efforts will be made to adhere to them and the Company accepts no liability for any delay

in delivery of the Goods howsoever caused. Time for the delivery shall not be of the essence unless previously agreed by a director of the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

**5.5** Where delivery is delayed upon the Customer's request or due to the lack of delivery instructions, or due to Customers delayed payment of his account the Company shall have the right to charge storage costs, which the Customer shall pay. Storage will be charged at 2% of invoice value for each completed month which delivery is delayed beyond the stated delivery period.

**5.6** The Company may make and the Customer shall accept partial deliveries where required by the Company.

### 6. Order Cancellation

**6.1** Once the Company has acknowledged the Customer's order, the Customer may only cancel the order if the Company agrees and accepts such cancellation. In such an event the Company reserves the right to charge a cancellation fee in respect of its cost, which the Customer shall pay.

**6.2** If the Customer cancels the Goods whilst the Goods are still in transit and a delivery is not accepted by the Customer or Customers agent, an abortive delivery charge will be charged to the Customer.

### 7. Returns

**7.1** The Company will (at the Company's option) either replace or refund the price of Goods which are shown to the Company's reasonable satisfaction to be defective in materials or workmanship at the time of delivery or to be a shortfall in quantity delivered provided that: (a) the customer inspects the Goods on delivery and notifies the Company within three days of delivery of any alleged defects, shortage in quantity or damage. (b) if the Customer fails to comply with these provisions, the Goods shall be deemed conclusively to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of them.

**7.2** Where a defect would not have been apparent on a reasonable examination under clause 7.1, the customer notifies the Company as soon as reasonably possible when the defect becomes apparent or within one hundred and eighty (180) days of delivery whichever is earlier; and the Customer provides all information and assistance required by the company to investigate any suspected defect and, if required by the Company to investigate any suspected defect and if required permits the Company to inspect the Goods concerned at any premises where the same are located.

**7.3** Goods are not sold on a trial basis. Customers should check the specifications and suitability of the Goods before placing an order.

**7.4** Goods which have been incorrectly ordered will only be accepted for return with the prior approval of the Company. In such an event the delivery cost shall be paid by the Customer.

**7.5** Returned Goods will only be accepted by the Company if they are: correctly packed in the original packaging with the manuals, returned with the necessary proof of delivery and purchase, and have not been used. The Company reserves the right to charge the Customer a restocking fee of 30% of the value of the Goods being returned from the Customer to the Company.

**7.6** The Goods being returned by the Customer to the Company without a Goods Return Authorisation Number will not be accepted by the Company and or the cost of the goods will not be refunded by the Company to the Customer.

**7.7** Any item ordered that is not normally held in stock will be ordered on the Customers behalf from the manufacturer or other supplier. Such items cannot be returned if the Customer decides that the Goods are no longer required.

### 8. Warranty

**8.1** The Company hereby warrants, subject to clauses 8.2, 8.3 and 8.4 hereof that each product or part and supplied under the contract shall be free from defects in material and workmanship.

**8.2** The Company shall be under no liability should the total price for the Goods have not been paid in full by the Customer to the Company by the due date for payment.

**8.3** The Company shall be under no liability in respect of any defect arising from the following conditions from willful damage, negligence, careless behavior, abnormal working conditions, failure to follow installation manuals and or operating instructions, power failure, overloading, misuse/use other than intended or alteration of the Goods without prior written approval from the Company.

**8.4** The Company shall be under no liability should any product or part repaired, altered or assembled by anyone other than the Company, the Company's supplier or appointed service contractor, which in the sole judgment of the Company affects the performance, stability, or performance for which the Good were manufactured.

**8.5** Any claim by the Customer must be supported by the provision of a valid engineer's or contractor's inspection report, accompanied by accurate installation and maintenance records. The engineer or contractor must be provided or approved in writing by the Company director prior to the inspection taking place.

**8.6** All costs incurred by the Company as a result of an invalid warranty claim must be borne by the Customer who originally placed the order for the Goods concerned.

### 9. Termination

**9.1** In the event of: (a) entry by the Customer into a deed of arrangement (b) the failure by the Customer to comply with any statutory demand served on it under the Insolvency Act 1986 (c) the making of voluntary arrangement between the Customer and its creditors under the Insolvency Act 1986 (d) the obtaining of any judgment against the Customer, or levying of distress of execution on any premises owned or occupied by the Customer (e) the appointment of a receiver or an administrative receiver (whether by court or out of court) in relation to the whole or part of the Customers property (f) the presentation of a petition for the winding up of the customer or the making of an Administrative Order; or (g) the commission by the Customer of any breach of these conditions or any other of to the contract provision of Goods or services the Company may without notice terminate the contract with liability to the Customer

**9.2** Any such termination (however occasioned) shall not affect any accrued rights or liabilities of the Company, and, in particular, the Company's right to be paid for Goods delivered or services performed prior to such termination and to damages generally.

### 10. General

**10.1** Specifications, dimensions and other product details are stated in good faith and the Company will endeavour to ensure that the Goods supplied to the Customer comply with such specifications, dimensions or other product details. However it may not be possible for the Company to control minor deviations from specifications, dimensions and other product details and therefore it reserves the right in such cases to supply goods of a substantially similar specification or dimension.

**10.2** In the event that any condition or part thereof shall be in breach of or be unenforceable under any rule of law or legislation it shall be of no effect but all other conditions shall remain in full force and effect and shall be serviceable from such offering condition or part of.

**10.3** The Company shall not be liable to the Customer or be deemed to be in breach of Terms and Conditions by reason of any delay in performing, or failure to perform, any of the Company's obligation in relation to the Goods, if the delay or failure were to any cause beyond the Company's reasonable control.

**10.4** The Company may assign this contract, or any claims arising therefore, to third parties without the Customers consent. The Company reserves the right to sub-contract any order or part of an order.

**10.5** The Customer shall upon demand indemnify the Company against all loss, damage, injury, costs and expenses (including without limitation professional fees incurred) suffered by the Company to the extent that the same are caused or related to the improper incorporation, assembly, use, processing, storage or handling by the Customer of Goods supplied by the Company.

**10.6** If any Goods supplied to the Customer prove on inspection, either before, during or after use, to be defective in material or manufacture, the Company undertakes at its option to replace the same or refund to the Customer the price of the Goods and in no circumstances will liability exceed the cost of the replacement or the price paid by the Customer for the Goods.

**10.7** Any notice, request or demand to be given hereafter shall be given in writing by post sent of the last known address of the party to be notified, and shall be deemed to have been given on the day following that which it was posted