

CONDITIONS OF BUSINESS

THE ALAN NUTTALL PARTNERSHIP LTD ('The Company')

GENERAL

All goods are supplied by The Company subject to these conditions.

The Company's conditions shall prevail over any terms or conditions which the Buyer may seek to impose in any other documentation relating to any contract.

The following conditions apply to and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply, sale, installation, repair and the hire of goods by The Company unless otherwise expressly agreed in writing by a Director of The Company and the Buyer.

INSTALMENTS

Where goods are supplied under a contract by instalments these conditions shall apply to each and every instalment as if it were a separate contract.

EXPORT

No goods sold by The Company may be re-sold or delivered outside Great Britain and Northern Ireland without first obtaining the written consent of The Company.

PRODUCT INFORMATION

All specifications, drawings and particulars of weights or dimensions submitted by The Company with any quotation or tender are approximate only, the descriptions and illustrations contained in catalogues and price lists and other documents are intended only as a guide to Buyers of the goods described therein and the said descriptions and illustrations shall not form part of any contract between The Company and the Buyer. The Company cannot be held liable for any errors contained in this information nor for losses resulting as a consequence of errors or design alterations.

PRODUCT CHANGE

The Company reserves the right to withdraw from sale or alter the design of any product without notice.

QUOTATIONS AND TENDERS

Quotations and tenders are open for acceptance, for a period of thirty days from the date of the quotation or tender. Quotations which comprise an invitation to treat may be withdrawn at any time.

GOODS AND MATERIALS EX-STOCK

Any goods or materials involved in a quotation or tender that are ex-stock are offered by The Company subject to being unsold upon receipt of the Buyers order.

LEAD TIME FOR DELIVERY

The Company always tries to meet the delivery requirements of its customers. Guidance is available from The Company's Sales Office on current lead times required to be reasonably assured of delivery and such information is also available in some current price lists. If timing is critical Buyers are well advised to consult The Company before ordering.

AMENDMENTS TO OR CANCELLATION OF CONTRACT

Amendment or cancellation of any contract or order cannot be effected by the Buyer, except with the written consent of The Company. The Buyer shall be responsible and shall pay for any goods, design-work, drawings, sub-contractor or supplier cancellations charges or expenses whatsoever incurred or expended by The Company up to the time of amendment or cancellation including any special purchases already made by The Company even though not delivered or used.

The Company reserves the right to delay performance of variations until written instructions have been received and written agreement reached on the terms for such variation of goods or services to be supplied.

VERBAL ORDER CONFIRMATION

Verbal orders must be given an order number by the Buyer at the time of speaking and confirmed in writing by the Buyer within forty eight hours and the confirmation clearly worded "Confirmation of Verbal Order Number....."

ENTRY INTO CONTRACT

The placing of this order or entry into this contract constitutes a warranty and representation by the Buyer that he or his agents have complied with and will comply with every applicable Statute Order-in-Council Regulation Direction Bye-Law and other lawful requirement whether of Government or Local or other lawful authority and in particular that the Buyer has lawfully obtained every licence permit or authority that may be required in connection with the installation sale repair or hire of the goods or services concerned.

ACCEPTANCE OF ORDERS

The placing of an order with The Company although based on the estimate or quotation of The Company shall not constitute a contract until formally accepted by The Company and The Company reserves absolute discretion to accept or reject any order placed.

SUB CONTRACTING

The Company reserves the right to sub contract the fulfilment of the work or order goods or services or any part thereof.

COMPLETION TIME

Where a period is named for the performance of a contract delivery of goods and such period is not extended by mutual consent in writing or under the provision of the clause relating to payment hereof, then the Buyer shall accept delivery within that period.

Any time for performance of a contract or delivery named by The Company is an estimate only and The Company shall not be liable for the consequences or costs of any delay occasioned by the failure to deliver at that time or date.

In no circumstances can time be considered to be the essence of the contract and the Buyer shall not be entitled to terminate the contract or refuse delivery on account of delay.

Where The Company contracts to supply goods in instalments, any failure on the part of The Company to deliver one or more instalments shall not entitle the Buyer to refuse delivery of other instalments.

FORCE MAJEURE

Work to be performed or deliveries to be made may be wholly or partially suspended and the time of such suspension added to the original contract or delivery period in the event of stoppage delay or interruption of work or operations of The Company as a result of strikes or lockouts, trade disputes and breakdowns war hostilities, government regulations, accidents, shortages of raw materials or any cause whatsoever beyond the control of The Company and any such suspension shall not invalidate the contract or give rise to any claim for damages what so ever.

EXCLUSIONS

Unless otherwise specifically included any quotation or tender estimate or contract installation or service does not provide for or include the following:

- Any builders work whatsoever relating to The Company's installation for the duration of the contract.
- Making good decorations surfaces and any other items or property whatsoever after the completion of The Company's installation.
- Any builders work and decoration involved in the execution of additional services during or after the contract period.
- Any form of testing or commissioning other than that normally carried out by The Company.

STORAGE

If for any reason the Buyer is unable to accept delivery of goods at the time the goods are due and ready for delivery The Company shall at its discretion if its storage facilities permit store the goods until delivery. Storage costs including insurance shall be charged to the Buyer and the goods will be stored at the Buyer's risk.

CARRIAGE, PACKING AND INSURANCE

Carriage packing and insurance charges ex. works will be invoiced to the Buyer at The Company's rates prevailing at the time of despatch. Any carriage charges made by The Company's suppliers for special items may be passed on to the Buyer at The Company's discretion.

INTELLECTUAL PROPERTY

All intellectual property invested by The Company in the goods and services shall remain the property of The Company and by sale of goods or services to the buyer does not allow the transfer of any Intellectual Property rights to the buyer.

The sale of goods or services to the buyer by The Company does not grant any rights or license for the buyer to replicate or pass-off any of the goods and services supplied by The Company.

ACCESS AND UNLOADING

The Buyer shall ensure that The Company has full and free access to and egress from the place or area where delivery is to be made or work performed and that condition of work is safe in every respect.

The Buyer shall if necessary provide at his own cost the appropriate machinery for off-loading and moving any goods or equipment as may be required for the performance of the contracts.

INSURANCE

Where delivery is made by The Company or its carrier beyond the entrance to the Buyers premises or site the Buyer shall accept all responsibility for and indemnify the company against all damage to property or injury to persons occurring from whatsoever cause on such premises unless caused by the negligence of The Company or its servants or agents.

LIGHTING AND POWER

The Buyer shall at his own cost provide necessary light and power whilst The Company or its agents are engaged on any work at the Buyers premises or site and shall provide for The Company at the Buyers expense, storage facilities and protection for and whilst and goods or equipment are being installed, supplied, repaired or hired.

DAMAGE OR LOSS IN TRANSIT

In the event of loss or damage in transit or shortage of delivery, the Buyer shall notify The Company by written note within three days of receipt of goods followed if necessary by a claim in writing quoting advice note numbers and other essential information within a further seven days of receipt of goods. In the case of loss of goods or failure of delivery, the Buyer shall lodge a written claim with The Company within fourteen days of the date of invoice.

DEFECTS

The Company undertakes to make good by repair or replacement at its sole discretion any goods found to be defective under proper use and in proper environment and which defects arise solely from faulty design, workmanship or materials and are accepted as such by The Company provided that the Buyer shall notify The Company in writing of the claimed defects within 28 days of delivery and shall return such goods or defective component parts thereof carriage paid forthwith to The Company's works.

Where manufacturers of materials or goods have limited their liability the same limitation shall be deemed to apply to The Company's liability in respect of the sale of the goods to the Buyer.

The Company shall not be responsible for defects which arise from normal wear and tear or from incorrect installation by others or from abnormal conditions of operation from accident or misuse or neglect. Defects in respect of parts of the works to be performed or goods supplied shall not be a ground for cancellation of the remainder of the contract. After the said period of 28 days all liability on the part of The Company shall cease. Any additional warranty beyond 28 days would be as per any separate agreement and would be subject to the terms and conditions of that agreement. In the absence of any additional warranty agreement(s), the 28 day warranty period would be the full extent of The Company's liability.

PERFORMANCE

Unless any performance figures have been quoted by The Company and have been specifically warranted by The Company, The Company shall be under no liability for any failure to attain such figures. Where figures have been quoted and specifically warranted they shall be subject to any tolerance specified by or agreed to by The Company and its liability shall be limited to such sum if any as may have been agreed as liquidated damages. If performance figures obtained on any test provided for in the contract are outside the acceptance limits therein specified the Buyer will be entitled to reject the goods but before rejecting the goods or claiming any liquidated damages, the Buyer will give The Company reasonable time and opportunity to rectify their performance.

RETURNS

Subject to the clause hereof relating to defects, the Buyer shall not have the right to return goods supplied to the Buyers order without The Company's prior agreement to Sale or Return or The Company's written consent. In exceptional circumstances with standard goods, The Company may agree to accept a return subject to a handling and administration charge agreed at the time plus all incidental costs incurred.

PRICE OF GOODS

The price quoted by The Company or comprised in any order or contract is based upon prices ruling at the time of quotation. The Company reserves the right to alter the price to take full account of any variation after the date thereof that might occur in the costs of goods or materials or The Company's overheads or transport and any change in duty tax surcharge or levy of any kind whatsoever affecting the cost of goods or material. Goods will be invoiced at The Company's prices ruling at the date of delivery.

ADDITIONAL EXPENSES

In the event of The Company incurring additional expenses not provided for in any quotation owing to suspension of delivery on the instructions of the Buyer or owing to any other circumstances whatsoever beyond the control of The Company then such additional expenses shall be added to the price quoted and shall be paid for by the Buyer accordingly.

PACKING CASES

Unless otherwise specified by The Company packing cases will be charged to the Buyer.

All chargeable and returnable packing cases are to be returned to The Company carriage paid in order to qualify for credit.

The charge for packing cases may not be deducted by the Buyer until The Company's official credit note for returned cases has been received.

PAYMENT

Subject to a suitable credit rating being established, payment shall be strictly net and is payable at the end of the month following that in which the Goods are despatched and there is no discount or allowance.

Payments in respect of any Goods supplied shall become due immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved.

MINIMUM ORDER CHARGE

The Company has minimum order charge on standard products and this will be applied at the current rate.

Information on the current rate is available from The Company's Sales Office on request and may also be shown in some current price lists.

NON PREFERRED AND SPECIAL FINISHES

The Company has minimum order charges relating to non-preferred or special colour coating and plating finishes and these will be applied at the current rate.

Information at the current rate is available from The Company's Sales Office on request and may also be shown in some current price lists.

VALUE ADDED TAX

The price quoted by The Company is exclusive of VAT which shall be charged in addition at the rate appropriate at the relevant tax point.

Any other tax duty or imposition that may be applied shall be charged to the buyer as required.

OVERDUE ACCOUNTS

Interest on any overdue account shall be charged on a day to day basis and at the rate of 4 percent above the Base Rate of The Company's Bankers from time to time ruling whether before or after judgement.

DEFAULT IN PAYMENT

In the event of default in payment The Company shall have the right to suspend further deliveries or cancel the balance of order and shall have lien on any property of the Buyer in the possession of The Company or in storage or in transit for any sum due and

shall be entitled to claim against the Buyer for any loss or damage sustained in consequence of non-completion of the contract or order.

DEFAULT OF CONTRACT

If the Buyer shall make default in or commit a breach of the contract or any of his obligations whatsoever to The Company or if any distress or execution shall be levied upon the Buyers property or assets or if the Buyer shall make or offer to make any arrangements or composition with creditors or commit an act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Buyer is a limited company and any resolution or petition to wind up such a company's business other than for the purpose of amalgamation or reconstruction shall be passed or presented or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed The Company shall have the right forthwith to determine any contract then subsisting and on written notice of such determination being posted to the Buyers last known address any subsisting contract shall be deemed to have been determined without prejudice to any claim or right The Company may otherwise make or exercise.

RETENTION OF TITLE

The following provisions shall apply to all contracts and to all Goods which under the Contract The Company agrees to supply to the Buyer. No failure by The Company to enforce strict compliance by the Buyer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish The Company's rights under this paragraph.

(i) Upon delivery of the Goods the Buyer shall hold the Goods solely as bailee for The Company and the Goods shall remain the property of The Company until such time as the Buyer shall have paid to The Company and The Company shall have cleared funds for the full purchase price thereof. Until such time The Company shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Buyer hereby grants a licence to The Company its employees and agents with appropriate transport to enter upon the Buyer's premises and any other location where the Goods are situated and remove the Goods.

(ii) The Buyer is hereby granted a licence by The Company to incorporate the Goods in any other products.

(iii) The licence granted under sub-clause (i) hereof shall extend to detaching the Goods from any property to which they are attached or into which they have been incorporated or from any other products or Goods to which they have been attached pursuant to the licence granted under sub-clause (i) hereof.

(iv) The Buyer is hereby licensed to agree to sell on the Goods and any products incorporating any of them on condition that the Buyer shall inform its customer of the provisions of sub-clauses (i)-(iii) hereof. The Buyer acts as The Company's bailee in respect of any such sale and shall, immediately upon receipt of the proceeds of sale, and whether or not payment has become due, remit to The Company the full purchase price of the Goods sold on less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for The Company.

(v) The Buyer shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to him. In the event of any loss or damage occurring while the Goods remain the property of The Company, the Buyer shall immediately on receipt of the insurance monies, remit to The Company the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for The Company.

(vi) The licences granted under sub-clauses (ii) and (iv) above shall be terminable forthwith at any time upon notice by The Company to the Buyer.

TRANSFER

The Buyer shall not transfer his rights to any third party without The Company's consent in writing.

EXTENT OF THE COMPANY'S RESPONSIBILITY

Save as in the clause hereof relating to Defects:

The Company shall not be held responsible for any death or injury caused to any person arising from any defects in the goods save insofar as such death or injury results from negligence on The Company's part as defined in the Unfair Contract Terms Act 1977 as defined in the Unfair Contract Terms Act 1977 and in conjunction with Sale of Goods Act 1979 and Supply of Goods and Services Act 1982 (The Acts).

The Company shall not be held responsible for any direct loss or damage to any property of the Buyer or any subsequent owner or user of the goods where such loss or damage has not been caused by negligence on The Company's part as defined in The Acts.

The Company shall not be held responsible for any loss of profit or other indirect or consequential loss or damage arising from any defect in the goods which The Company could not have reasonably foreseen.

The Company shall not be responsible for ensuring that goods are suitable for the purpose required by the Buyer.

The Company shall not be responsible for ensuring that the goods are supplied or installed or fitted in accordance with local bye-laws or other regulations which shall be the responsibility solely of the Buyer.

All terms, conditions and warranties express implied statutory collateral or otherwise relating in any way to the description state quality or condition of the goods their fitness for any particular purpose or their correspondence with sample or description are hereby negative excluded and extinguished.

TEST AND INSPECTION

Products are inspected before despatch. Special tests not specified in any tender or contract will be charged to the Buyer. If tests are to be carried out in the Buyers or his authorised agents presence and the Buyer or his authorised agents delay in attending such tests after being notified by The Company of the date and time of such tests in the Buyers absence and the tests will be deemed for all purposes to have been carried out in the Buyers presence.

INFRINGEMENT INDEMNITY

The Buyer shall indemnify The Company against all damage penalties, costs and expenses to which The Company may become liable as a result of work done or goods supplied in accordance with the Buyers specifications or requirements which involves the infringement of any letters patent or registered design or trade mark.

PARTNERS, EMPLOYEES AND SERVANTS

In making these conditions The Company does so both for itself and for and on behalf of every partner, employee, servant or agent of The Company and the Buyer hereby confirms that any exemption from liability granted to The Company by these conditions shall also extend to every partner, employee, servant or agent of The Company whom the Buyer hereby agrees to indemnify fully against any such liability.

ARBITRATION

If at any time any difference shall arise between the Buyer and The Company, the party in dispute shall serve notice in writing of such dispute to the other party and the dispute shall be referred to the arbitration of a person mutually agreed upon or failing agreement to a person appointed by the president for the time being of the Dudley Chamber of Commerce and the decision of such arbitration within the Arbitration Act 1950 or any statutory modification thereof for the time being in force shall be binding on both parties.

LEGAL CONSTRUCTION

The contract or quotation or acknowledgement and the conditions hereby specified shall be subject to and construed in accordance with English Law. .

WEEE STATEMENT

When supplied as B2B EEE, The Alan Nuttall Partnership Ltd invokes regulation 12.2 and passes all WEEE obligations to the B2B end user. The B2B end user is responsible for all liabilities regarding the environmentally sound disposal of this EEE when it is discarded as WEEE. The Alan Nuttall Partnership Ltd may for commercial reasons only, offer a take back option when a B2B end user is purchasing a new product; however, this will be decided on a case by case basis and may incur a charge.

Effective from: 1st January 2016