



STANDARD TERMS AND CONDITIONS (issued 1st April 2013)

1. INTERPRETATION

1.1 In these Conditions which include the definitions below and conditions between number 2 and 15 (both inclusive):

"Buyer" means the party who has contracted to buy the Goods.

"Seller" means Smart Build Supplies Limited with registered number 8145612 and registered office 20 Richmond Road, Exeter, Devon, EX4 4JA

"Goods" means the goods (including any instalment thereof) which the Seller is to supply in accordance with these Conditions.

"Conditions" means these standard terms and conditions of sale.

"Contract" means the contract of sale of the Goods and any agreed variations thereto confirmed in writing by the Seller to the Buyer.

"Consumer Sales" refers to any Contract where the Buyer is a natural person who in entering into a Contract is acting for purposes which are outside his business.

"Services" means the services which the Seller or a third party on a Seller's behalf is to perform in accordance with these Conditions and any other agreed by the Sellers documentation.

"Working Days" means every day save for Saturdays, Sundays and public holidays in the jurisdiction where the Seller is resident.

"Writing" includes letter, facsimile transmission and email.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. CONSUMER SALES

2.1 In Consumer Sales any provision of these Conditions which by virtue of The Unfair Contract Terms Act 1977 or the sale and Supply of Goods to Consumers Regulations 2002 would be of no effect shall not apply.

2.2 The statutory rights of a Buyer under Consumer Sales are not affected by these Conditions.

3. APPLICATION OF TERMS

3.1 Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.

3.2 Unless the parties agree otherwise, no order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.

3.3 The Contract shall be formed upon the written acknowledgement or delivery of Goods by the Seller and shall be on and will incorporate these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

3.4 These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing by the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.

3.5 Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date or as otherwise specified within the quotation, provided that the Seller has not previously withdrawn it.

4. BASIS OF THE SALE

4.1 Where the Contract stipulates the basis of a sale is "to arrive" or "subject to shipment and safe arrival" it is agreed:

(a) all such sales shall be subject to shipment and safe arrival so that the Seller shall be under no liability if the Goods are not shipped or do not arrive at their port or place of destination;

(b) any variation in any insurance rate or of any charge, tax, levy, duty or impost on the Goods shall be for the Buyer's account; and

(c) directions for delivery are to be given by the Buyer to the Seller in time to enable them to be carried out upon arrival. In the absence of such instructions or if ordered by the Buyer to rail or road transport or to craft and the Buyer fails to provide such transport when the Goods are available the Seller may take such steps as it may in its absolute discretion considered to be necessary to clear the Goods and may recover from the Buyer all expenses thereby incurred.

4.2 No waiver of or variation to these Conditions shall be binding unless agreed in writing by the Seller to the Buyer.

4.3 The Buyer warrants it will not act upon and acknowledges the Seller shall not be liable to the Buyer for any advice or recommendations and/or representations given by or on behalf of the Seller before or after the Contract was entered into unless such are confirmed by an authorised representative of the Seller in writing to the Buyer.

5. DESCRIPTION

5.1 The quantity and description of the Goods shall be as set out in the Seller's quotation or acknowledgement of order.

5.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

5.3 Any error or omission in any documents issued by the Seller shall be subject to correction without any liability on the part of the Seller.

6. ORDERS AND SPECIFICATIONS

6.1 The Buyer warrants that the terms of its orders submitted to and accepted by the Seller and any applicable specification are complete, appropriate and accurate and undertakes to provide promptly to the Seller any necessary information required to perform the Contract.

6.2 The Buyer warrants that any Goods to be manufactured or processed to their specification by or on behalf, of the Seller do not infringe any patent, copyright, design, trademark or other industrial or intellectual property rights of any person and in the event of any breach of this warranty indemnifies and keep harmless the Seller its employees, officers, directors and other affected Seller's group companies against all losses, damages, costs, expenses of any claim or alleged claim howsoever made or suffered.

6.3 The Seller reserves the right to make changes in the specification of the Goods which do not materially and adversely affect their description and where such changes are required in consequence of amendments to legal regulatory and other requirements the additional cost thereof shall be for the Buyer's account.

6.4 No Contract may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of cancellation.

6.5 The Seller shall have the right to vary the quantity of any Contract item by two per cent (2%) more or less or if greater by any permitted margin appearing in any Contract made by the Seller.

7. THE PRICE OF THE GOODS AND PAYMENT

7.1 The price of the Goods and any variation thereto under the Contract shall be as agreed between the Buyer and Seller in the relevant accompanying documentation and are exclusive of VAT and any other applicable sales tax.

7.2 Subject to any special terms agreed in writing between the Buyer and the Seller the Seller shall be entitled to invoice the Buyer for the price of the Goods at the earlier of:

(i) on or at time of delivery to the Buyer; or

(ii) when notice of readiness for delivery has been given by the Seller to the Buyer.

7.3 The Buyer shall pay and ensure that clear funds of any monies due are received by the Seller by the end of the month following the month of invoice or as otherwise specified by the Seller.

7.4 Time for payment shall be of the essence.

7.5 No payment shall be deemed to have been received until the Seller has received cleared funds.

7.6 If one invoice becomes overdue for payment then the full outstanding amount on all invoices becomes overdue and payable immediately.

7.7 All payments payable to the Seller under the Contract shall become due immediately on its termination despite any other provision.

7.8 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of

set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

7.9 If the Buyer fails to make any payment on the due date under the Contract or any other contract with the Seller then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:

(a) cancel the contract or suspend any outstanding deliveries to the Buyer.

(b) appropriate any payment made by the Buyer as the Seller may think fit notwithstanding any specific appropriation by the Buyer; and

(c) charge the Buyer interest on all amounts unpaid at the rate of four per cent (4%) per annum above the base rate of the HSBC Bank Plc from the date(s) the amounts were due until the date payment in full (including interest) is made. In addition, the Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.10 The Seller reserves the right to increase the price of the Goods where such increase is due to any changes to or delay in performance of the Contract caused by actions, defaults and request by the Buyer or by virtue of an event beyond the Seller's control. The Buyer shall have the right in the event of delay for all events beyond the Seller's control

and except for Goods specially manufactured to Buyer's specification to cancel the Contract within three (3) Working

Days of being notified of the increase in price which is due to such event and provided that Buyer pays the Seller all such costs and expenses incurred up until the Termination Day, it shall not be responsible for any further costs.

7.11 If any contract made by the Seller to procure the Goods provides for an increase in price or for the cancellation of such contract in the event of alteration in rates of exchange the Seller shall have the right to correspondingly to cancel the Contract or increase the price to the Buyer.

8. DELIVERY

8.1 The Seller shall notify the Buyer when the Goods are available for delivery whether at the Seller's premises or to such place agreed under the Contract.

8.2 The Buyer shall promptly take delivery of the Goods on receipt of notice of readiness from the Seller and if the Buyer delays or prevents such then the Seller shall have the right to treat such conduct as a repudiation of the Contract and on giving notice to the Buyer treat the Contract as terminated or to determine the method of storage appropriate to the Goods and to charge the Buyer incurred costs and expenses as appropriate at:

(a) the rate (if any) specified in the Contract or otherwise agreed in writing; or

(b) a rate per day of zero point one per cent (0.1%) of the invoice value of any Goods stored at the Seller's premises together with the amount payable by the Seller per day for any Goods stored elsewhere.

8.3 Any additional costs arising from delay caused by the unreasonable act or default of either party in furnishing and / or loading and / or discharging rail or road transport or craft or container to be for the account of the party causing the delay.

8.4 Where the Goods are to be delivered in instalments each instalment shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

8.5 Where the Seller agrees to deliver the Goods to the Buyer this shall be to the nearest point on a road suitable in the opinion of the driver for the vehicle used. The Buyer shall provide the necessary labour and equipment to unload the vehicle and / or container without undue delay.

8.6 The Seller shall endeavour to comply with any dates quoted for delivery of the Goods but shall not be liable for any delay in delivery caused by reasons beyond the Seller's control. Time for delivery shall not be of the essence under the Contract unless previously agreed by the Seller in writing to the Buyer.

8.7 If the Seller fails to deliver the Goods and is liable to the Buyer hereunder in respect of such failure the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

8.8 The Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

8.9 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided adequate unloading facilities, appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to the Buyer (including loss or damage caused by the Seller's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

9. RISK AND PROPERTY

9.1 The risk of damage to or loss of the Goods shall pass to the Buyer:

(a) in the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods are available for collection; or

(b) in the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these conditions the property in the Goods shall not pass to the Buyer until the Supplier has received payment in full (in cash or cleared funds) for:

(a) such Products; and

(b) all other sums which are (or which become) due to the Supplier from the Buyer for sales of Products (or on any account)

9.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and the property

stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds properly stored, protected and insured.

9.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third-party where the Goods are stored and repossess these Goods.

9.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9.6 In the event of the Goods becoming the constituents or being converted into other products whilst any monies are owing to the Seller by the Buyer, the Seller shall have the ownership of and title to such other products as if they were the Goods and Clauses 9.3, 9.4 and 9.5 hereof shall apply to such products with the necessary changes made.

10. WARRANTIES AND LIMITATION OF LIABILITY

10.1 The Seller warrants that (subject to the other provisions of these conditions) upon delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and Services will be performed with reasonable skill and care.

10.2 The Seller shall not be liable for a breach of any of the warranties in condition 10.1 unless:

(a) the Buyer gives written notice of the defect to the Seller, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Buyer discovers or ought to have discovered the defect; and

(b) the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business for the examination to take place there.

10.3 The Seller shall not be liable for a breach of any of the warranties in condition 10.1 if:

(a) the Buyer makes any further use of such Goods after giving such notice; or

(b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
(c) the Buyer alters or repairs such Goods without the written consent of the Seller.

10.4 Subject to condition 10.2 and condition 10.3, if any of the Goods do not conform with any of the warranties in condition 10.1 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

10.5 If the Seller complies with condition 10.4 it shall have no further liability for a breach of the warranties in condition 10.1 in respect of such Goods.

LIMITATION OF LIABILITY

10.6 Subject to conditions 8 and 10, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

(a) any breach of these conditions;
(b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.7 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.8 Subject to condition 10.7:

(a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the value of the incorrect Goods; and

(b) the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

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10.9 Goods manufactured to the design or specification of the Buyer or their experts carry no undertaking of any kind except of compliance with the design or specification.

10.10 If and to the extent that any person by whom the Seller has been supplied with the Goods (in this sub-clause referred to as "the supplier") validly excludes, restricts or limits the liability to the Seller in respect of the Goods or of any loss or damage arising in connection therewith the liability of the Seller to the Buyer in respect of the Goods or any loss or damage arising in connection therewith shall be correspondingly excluded, restricted or limited. If the Supplier validly excludes, restricts or limits his liability to the Seller in respect of any liability of the Seller to the Buyer in connection with the Goods then the liability of the Seller to the Buyer in respect of the Goods shall be excluded, restricted or limited to the extent to which the Supplier is liable to the Seller in respect of the Seller's liability to the Buyer and no further. The Seller will upon request supply the Buyer with details of any such exclusion, restriction or limitation.

10.11 If it is agreed that the Goods be processed by the Seller then the Seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the standard terms and conditions of the third party but entirely at the Buyer's risk and no liability whatsoever is accepted by the Seller for any loss, deterioration or damage arising from such processing whether carried out by the Seller or by third parties to whom such processing is sub-contracted. The Buyer hereby grants to the Seller authority to conclude contracts with such third parties on the standard terms and conditions of such third parties. If subsequently the Goods are processed by the Buyer the Seller is to have no liability for any damage or deterioration to the Goods or loss arising there out unless any such process was carried out with the prior approval in writing of the Seller.

10.12 Notice of any claim arising out of or in connection with this Contract must be given in writing to the Seller as soon as the Buyer becomes aware of the same but in any event within ten (10) working days from the date when the Goods are collected or delivered failing which all claims (other than claims arising out of or in connection with defects not discoverable upon full and proper examination of the Goods) shall be deemed to be waived and absolutely barred. In any event, any claims in respect of latent defects shall be deemed to be waived and absolutely barred twelve (12) months after the Goods are collected or delivered.

10.13 The Seller shall be under no liability for shortage or damage in transit or for deviation, misdelivery, delay or detention unless the Seller and the carrier are advised thereof in writing, otherwise than upon a consignment note or delivery document, within three (3) working days and a claim is made on the Seller and the carrier in writing within seven (7) working days after the termination of transit as defined under the current conditions of carriage of the Road Haulage Association.

10.14 The Buyer shall only be entitled to pursue claims in respect of Goods available for inspection by the Seller and in any event the Seller shall in respect of any claim be entitled to assume that any Goods not available for inspection are at the top grade of such Goods within the contract.

10.15 The Seller shall not be liable to the Buyer or be deemed to be in breach of contract by reason of any delay in performing, or in any failure to perform, any the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's control.

11. INSOLVENCY OF THE BUYER

11.1 The provisions of clause 11.2 apply if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(c) the Buyer encumbers or in any way charges any of the Goods.

(d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or

(e) the credit insurers of the Seller are not prepared to offer credit insurance in respect of the Buyer or subsequently withdraw such cover or it becomes unavailable due to a credit limit in respect of the Buyer being exceeded and the Buyer fails within seven (7) working days notice of being so required by the Seller to provide reasonably sufficient security.

11.2 If any of the circumstances or events under clause 11.1 arise or apply, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Goods have been delivered but not paid for, the price shall be become immediately due and payable not notwithstanding any previous agreement or arrangement to the contrary.

12. ASSIGNMENT

12.1 The Seller may assign the Contract or any part of it to any person, firm or company.

12.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

13. FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

14. GENERAL

14.1 The Buyer shall not be entitled to withhold or set off payment of any amount due to the Seller under the terms of this contract whether in respect of any claims of the Buyer in respect of faulty or defective Goods or for any other reason which is contested or liability for which is not admitted by the Seller.

14.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the 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 notice.

14.3 If any provision of these conditions is held by a competent authority to be invalid or unenforceable in the whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

14.4 The Contract shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction to hear any disputes in relation to the subject matter of a Contract for enforcement of except in judgement in which case their jurisdiction shall be non-exclusive.

14.5 Any dispute and/or claim which cannot be settled amicably shall (except in the case of Consumer Sales) be referred to Arbitration by a sole Arbitrator if the parties can agree upon one, otherwise to two Arbitrators with one to be appointed by each party and if the Arbitrators fail to agree upon an award they shall appoint an umpire to decide on the same. In either case the appointments and conduct of the arbitration shall be in accordance and subject to the provisions of the relevant Arbitration Act(s) in force and applicable at the place of delivery of the Goods.

14.6 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.8 The Seller reserves the right to sub-contract any part of the Contract.

15. TERMS APPLICABLE IN PROVISION OF SERVICES

15.1 These conditions apply in addition to the Conditions above and where the term "Goods" is used it is to be replaced by the term "Services" in relation to provision of services by the Seller.

15.2 Unloading of components is the responsibility of the Buyer unless the Goods are to be installed or fixed by the Seller. Removal of securing devices from the delivery vehicle is the responsibility of the Seller.

15.3 Components shall be unloaded in reasonable time as demurrage will be charged after the first hour on site for every further additional 15 minutes.

15.4 Delivery made to an agreed date and returned for whatever reason will incur a re-delivery and handling charge at Seller's entire discretion.

15.5 Any alteration to the agreed delivery date may not be accepted by the Seller and the Buyer may be asked to take delivery on an alternative date. In any event it shall be deemed that the Goods or components were delivered in accordance with first agreed delivery date and the Seller reserves the right to invoice for the Goods on that date and the Buyer agrees to pay the invoice in accordance with the Seller's payment terms.

15.6 The Seller accepts no liability for losses as a result of delay in delivery, manufacturing, fixing or otherwise and any delivery or performance date shall be estimate only.

15.7 No detailed design work will be carried out by the Seller without prior receipt of an order from a Buyer's authorised representative and, where appropriate, payment in accordance with agreed terms.

15.8 The Seller is responsible for the provision and accuracy of drawings, specifications and information provided to the Seller and construction of ground works/slab in accordance with drawings and tolerances deemed necessary. The Seller has the right to charge and Buyer will pay on demand any additional costs or losses incurred by the Seller or a third party involved in the Contract by reason of the Buyer's default in any of the obligations herein and the Buyer shall indemnify and keep the Seller, its officers, directors, employees, agents, contractors and sub-contractors harmless against all and any losses, damages, claims, expenses or costs incurred or suffered as a result of Buyer's documents, drawings or preparation is inaccurate, not complete or infringe any rights of a third party.

15.9 The parties representatives shall meet to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing and in addition notify the other party as to the effects such changes will have on costs and time.

15.10 Any amendments, variations or additions to the specification after formation of the Contract, whether requested by the Buyer or required by the Seller and/or additional charges incurred by the Seller by reason of any default by the Buyer shall be charged in accordance with the Seller's prices at the date of such amendment, variation or addition and such additional payment shall be due before any such despatch or delivery or supply or implementation of such amendment, variation or addition.

15.11 The Seller may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

15.12 If the Buyer wishes the Seller to proceed with the change, the Seller has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Services and any other relevant terms of the Contract to take account of the change.

15.13 The Seller may charge for time spent in assessing a request for change from the Buyer on a time and materials basis in accordance with these Conditions.

15.14 It is the Buyer's responsibility to ensure that any design drawings, documentation and other information issued by the Seller is accurate and in accordance with the Buyer's requirements. The Seller shall submit its designs, drawings, documentation and other information at each relevant stage for approval by Buyer ("Phase"). The Buyer shall accept or reject each Phase promptly and in any event within 3 working days of Seller's submission, unless otherwise agreed in writing. The Buyer further agrees that any delay in the approval stage may affect and delay the price, time of delivery and execution of the Services or any part of them.

15.15 The Buyer shall be responsible for ensuring the Goods and Services comply with all relevant statutory or other regulations and for obtaining all and any necessary licences, permissions and approvals of any competent authority in respect of the Goods and/or Services unless the Seller as agreed in writing to act as the Buyer agent in this respect. In which case the Buyer shall indemnify the Seller or a third party on its behalf against any and all loss, damage, costs or expenses sustained or incurred by the Seller arising out of any breach of this condition by the Buyer.

15.16 It is the Buyer's responsibility to provide all necessary Health and Safety equipment and facilities in order to provide a safe working environment for the erection operatives in accordance with relevant legislation.

15.17 Scaffolding, access towers, "bird cage platforms" and other safety equipment to provide safe access to

facilitate the safe erection of the structure are to be entirely the responsibility of the Buyer.

15.18 It is the Buyer's responsibility to provide all mechanical handling equipment for the safe off loading and erection of components. Where it is agreed that the Seller is to provide a crane the Buyer will be responsible for the provision of adequate access and hard standing adjacent to the structure for the crane and delivery vehicle.

15.19 Unless specifically agreed prior to the acceptance of an order the works will be completed in one visit. The Buyer will be liable for any costs incurred if continuity of work cannot be maintained and if it is necessary to leave site the date of return to complete the works will be at the discretion of the Seller.



**16 Marsh Green Road East
Marsh Barton
Exeter
EX2 4PQ**