



## GENERAL TERMS & CONDITIONS

### Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- "BUYER" means the person, firm or company purchasing Goods from the Supplier;
- "CONTRACT" means the contract for the provision of the Goods and/or Services stated in the Quotation;
- "GOODS" mean the Goods which the Supplier is to supply to the Buyer;
- "QUOTATION" means the quotation setting out the description and quantity of the Goods and/or Services to be provided by the Supplier;
- "SERVICES" means the services to be provided by the Supplier to the Client;
- "SUPPLIER" means Integral Services Ltd T/A HCE (Company Number: 02312411) whose registered office address is at Rushington House, Rushington, Southampton, SO40 9LJ.

### 1.0 Supply of the Services and Sale of Goods

- 1.1 The Supplier shall provide the Goods and Services to the Client subject to these Terms. All terms and conditions appearing or referred to in the Buyer's official purchase order or letter of confirmation of order or otherwise stipulated by the Buyer shall have no effect. The Supplier and the Client must agree any changes or additions to the Goods, the Services or these Terms in writing;
- 1.2 No Contract for the supply of the Goods or Services shall be concluded until the Supplier has issued a written confirmation of order. Such confirmation of order will only be issued upon receipt and acceptance by the Supplier of an official purchase order or letter of confirmation from the Buyer accepting the terms of the Quotation;
- 1.3 The Supplier shall not provide start dates for the manufacture of the Goods or for the start of the Services until the Contract is created and by means of payment as per payment terms on the quotation;
- 1.4 Subject to clause 1.5 prices stated in a Quotation will remain valid for a period of 30 days, unless amendments have been made to the Specification, in which case the 30 days shall run from date of any written variation. If the Quotation is not accepted within the period of 30 days, then the Supplier will have the right to adjust the prices in line with any increase in costs incurred by the Supplier in providing the Goods or Services. The Supplier will supply the Buyer with a revised Quotation;
- 1.5 If the Contract does not commence within 30 days of the creation of the Contract, and if the price of materials or labour for the supply of the Goods or Services has increased then the price of the Contract may, at the discretion of the Supplier, be increased accordingly in line with such increases;
- 1.6 The Buyer shall at its own expense supply the Supplier with all necessary documentation, plans or other information necessary to enable the Supplier to provide the Goods or Services in accordance with the Contract. The Buyer shall ensure the accuracy of all such documentation or information;
- 1.7 Please note that any delays to the installation programme caused by circumstances beyond our control (e.g. delays caused by other sub-contractors etc) may result in storage charges and / or applications for off-site valuations.

### 2.0 The Goods, Description and Specification

- 2.1 All descriptions and illustrations contained in any literature, catalogue, advertisements or other documentation ("the Documentation") or otherwise communicated to the Buyer are intended to present merely a general idea of the Goods described and shall not form part of the contract;
- 2.2 Unless expressly agreed in writing by the Supplier, all drawings, designs, specifications and particulars of weights and dimensions submitted by the Supplier shall have no liability in respect of any deviation from them;
- 2.3 The Supplier accepts no responsibility for any errors, omission or other defects in any drawings, designs or specification not prepared by the Supplier. The Supplier shall be indemnified by the Buyer against any and all claims, liabilities, costs and expenses incurred by the Supplier arising from such errors or omissions;
- 2.4 Corrections to Goods required by the Buyer following inspection and approved by the Buyer of specifications or designs or Goods shall be at the Buyer's expense and will be charged for separately;
- 2.5 Any samples or materials supplied to the Buyer in relation to any specification are supplied solely for information and in no way import any express or implied conditions or warranties as to merchantable quality, description or fitness for purpose of such items or materials;
- 2.6 In the event of any new design or process evolving in performance of or as a result of the Contract, the Buyer acknowledges that the same shall belong to the Supplier;
- 2.7 The specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Supplier. The Buyer shall not be entitled to use the specification or design, or anything similar to or based on the design, separate from any contract for Services unless the Buyer has purchased the specification or design from the Supplier at a price to be agreed between the parties. Where any designs or specifications have been supplied by the Buyer for manufacture by the Supplier then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party;
- 2.8 Price is subject to confirmation of specification, drawing approval and final site survey.

### 3.0 Cancellation

- 3.1 The Buyer may not cancel the contract without the written consent of the Supplier. If such consent is given, it is made on the express condition that the Buyer shall indemnify the Supplier against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing and immediately reimburse the Supplier for all costs and expenses incurred by the Supplier under the Contract to the date of cancellation and immediately pay to the Supplier the pro rata element of the Contract as per the Supplier's invoice for such costs and charges;
- 3.2 The Supplier reserves the right to charge a cancellation / postponement fee of between a minimum of 50% and up to a maximum of 90% of the order value in the event of an order being cancelled, put on hold, suspended or re-scheduled following receipt of an instruction from the Buyer;
- 3.3 Accelerated Costs: The Supplier reserves the right to invoice any additional manufacturing time that is required due to information required to confirm manufacturing details not being available with sufficient time to manufacture units during normal working hours. These accelerated programme costs will be charged at the discretion of the Supplier;
- 3.4 The Supplier reserves the right to charge a cancellation/re-stocking fee of up to 90% of the quoted value in the event of any items being cancelled following receipt of an instruction from the Buyer.

### 4.0 Charges and Payment

- 4.1 The price for the Goods and/or Services shall be the price stated in the Quotation or any document varying the Quotation and payment of the price shall be made by the Buyer within the "Payment Terms" as set out in the Quotation. If Payment Terms are not referred to within the Quotation then unless otherwise agreed in writing, the Supplier's Standard Payment Terms shall apply as follows: the Buyer shall pay to the Supplier 50% of the price by way of deposit with order, 45% of the price cleared funds 5 working days prior to delivery and instal of Goods and Services being supplied, and the 5% balance of the price strictly 30 days from the date of the invoice;
- 4.2 Where deposit payment is required the Supplier must be in receipt of the deposit in cleared funds prior to commencement of any work being undertaken. If payment is not received prior to commencement of works in accordance with the Contract, this may delay any works being completed within the proposed timescales and the Supplier will not be liable to the Buyer or any third party if works are delayed for this reason;
- 4.3 All charges quoted to the Buyer for the provision of the Service or the supplies of Goods are exclusive of any Value Added Tax;
- 4.4 The Supplier's charges and any additional sums payable shall be paid by the Buyer (together with any applicable Value Added Tax, and without any set-off or other deduction) in accordance with clause 4.1;
- 4.5 Any agreed variations to the Goods or Services shall be chargeable in addition to the Contract price;
- 4.6 Any fluctuations to exchange rates and/or import/export duties will be subject to additional invoice to Buyer;
- 4.7 The Supplier shall be entitled to invoice the Buyer from the date of commissioning of the Goods / Service, or at other times as agreed with the Buyer;
- 4.8 In the case of overdue payment, the Supplier reserves the right to re-invoice at list price and may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 to the Buyer on the amount overdue calculated on a daily basis at the statutory rate per annum until payment is made in full whether before or after a judgement, without prejudice to any other rights of the Supplier;
- 4.9 A charge of £250.00 may be charged, at the discretion of the Supplier, for each and every variation to the Contract requested by the Buyer.

### 5.0 Commencement and Delivery

- 5.1 Any time or date specified for delivery of the Goods or Services is given in good faith as an estimate only and the Supplier shall not be liable (either in contract or tort) for any direct or indirect loss, damage or expense however arising from any delay in delivery (including without limitation loss of profit, consequential losses and other losses of a similar nature) and, unless otherwise stated, time is not of the essence for delivery. Accordingly, any delay in delivery shall not entitle the Buyer to repudiate the contract;
- 5.2 The Supplier may deliver by instalments and may treat each delivery as a separate contract;
- 5.3 The performance of the Contract is subject to availability and therefore in the event that the Supplier is unable to supply any specific Goods or any particular materials for the Goods or Services, the Supplier reserves the right to provide suitable alternatives or suitable alternative quantities, and to make such reasonable adjustments (upwards or downwards) to the Contract price as necessary to reflect the change. Such alterations shall not entitle the Buyer to repudiate the contract;
- 5.4 The Buyer shall accept deliveries of Goods at the delivery address stated on the purchase order, or letter of confirmation of order, when offered and shall be liable for any additional costs including but not limited to storage and re-delivery costs suffered by the Supplier in the event of refusal or delay in accepting delivery, in failing to provide access to premises, services or information for the Supplier to effect safe delivery, or in the event of future deliveries being withheld through the Buyer's non-payment.

### 6.0 Retention of Title and Passing of Risk

- 6.1 The risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery, or, if the Buyer fails to take delivery of the Goods, at the time when the Supplier has tendered delivery of the Goods, save that the Buyer shall not be liable for any damage caused by the Supplier's negligence before any Contract for Services relating to the Goods has been concluded;
- 6.2 Notwithstanding paragraph 6.1 properly in the Goods shall not pass to the Buyer until the Buyer has paid to the Supplier all sums owed (under this or any other contract) by the Buyer to the Supplier;
- 6.3 The Buyer will indemnify the Supplier against any loss or deterioration in the Goods while they remain the property of the Supplier and will keep the Goods properly insured for not less than their Contract value;
- 6.4 Without prejudice to any other rights the Supplier may have, the Supplier may recover the Goods and the Buyer agrees that the Supplier, its

agents or employees may enter on the Buyer's premises and remove the Goods at any time, if any of the events in clause 6.5(a) – (e) occur and the property in the Goods has not passed to the Buyer.

6.5 Until properly in the Goods have passed to the Buyer, the Buyer:

- (a) shall not pledge the Goods or documents of title thereon or allow any lien thereon;
- (b) shall store the Goods on its premises separately from its own goods and those of any person and in a manner, which makes them readily identifiable as goods supplied by Supplier;
- (c) shall not deal with or dispose of the Goods or documents of title thereto or any interest therein (other than by sale to an independent purchaser buying entirely in the ordinary course of the Buyer's business);
- (d) shall not hold itself out as the Supplier's agent in respect of Goods; and
- (e) shall hold the Goods as the Supplier's fiduciary agent and bailee.

6.6 If, pending the passing of the title in the Goods, the Buyer sells or otherwise disposes of the Goods in such manner as to pass valid a third party, the Buyer shall hold the full proceeds of such a sale (and pending payment the right to receive the proceeds of such a sale) on trust for the Supplier in a separate and identifiable bank account. During the same period, the Buyer will pay the said proceeds to the Supplier on demand notwithstanding any period of credit extended to the Buyer may not have expired. In addition, the Buyer agrees that it will assign to the Supplier upon the Supplier's request all of its rights (under such a contract of sale) against any subsequent purchaser of the Goods;

6.7 If payment of any sum is overdue the Supplier shall have the right to commence proceedings against the Buyer for the price, notwithstanding that property in the Goods has not yet passed to the Buyer.

### 7.0 Acceptance/Defects

- 7.1 Upon delivery of the Goods or completion of the installation of the Goods in accordance with the Services the Buyer shall immediately notify the Supplier of any damaged or faulty Goods, or any alleged defect in the installation or any shortfall of Goods and confirm such notification in writing. The Supplier shall not be liable for such damage, fault defect or shortfall unless written notice is given to the Supplier within 2 days of delivery of the Goods, or where Goods are supplied and installed 2 days of completion of the installation;
- 7.2 The Supplier shall investigate all complaints, claims of faulty or damaged Goods, defective installation, or shortfall of Goods, subject to the Buyer notifying the Supplier in writing within the specified notice period in 7.1;
- 7.3 The Buyer shall provide the Supplier with all information, documentation or other evidence reasonably requested for the purposes of its investigation. The Supplier reserves the right to reject any complaint, claim of faulty or damaged Goods or other claim by the Buyer if the Buyer shall fail to supply adequate evidence in support of such claim;
- 7.4 A claim in respect of any defect, failure to comply with the Contract specification, non-delivery of any order or any part of the order shall not entitle the Buyer to cancel the order or refuse delivery of or payment for the Goods or any other order.

### 8.0 Warranty and Limitation Liability

- 8.1 The Supplier hereby warrants that the Goods will be subject to the terms and conditions of each of the Manufacturer's warranties for a period of 12 months from the date of delivery. The Supplier's liability under these Warranties is also subject to the following conditions and limitations;
- 8.1.1 The Supplier will not accept any liability for defective or faulty Goods supplied, unless the Buyer gives the Supplier written notice of the defect or defects in question within 2 days of delivery (save where the defect or defects are of a nature which would not normally be apparent upon a reasonable inspection, in which case the notice of defect or defects must be given within 2 days of discovering the same);
- 8.1.2 The Goods having been properly stored, used and cared for by the Buyer prior to any defect occurring. In particular, any Goods that include natural products, e.g., softwoods and hardwoods are, due to their nature, prone to shrinkage, expansion, cracking and discoloration. However, if such products are exposed to extreme temperatures, prolonged dampness, or changes in climate and temperature and this causes the aforementioned failures, the Supplier shall not be liable for such damage;
- 8.1.3 If the Goods are left on site while other preparatory work is completed, such storage being secure, dry and frost-free the risk of damage or loss to the Goods will belong to the Buyer;
- 8.1.4 The Goods not having been subjected to any incorrect, abnormal or improper load use, accident or unauthorised modification repair or application, whether by the Buyer or any third party;
- 8.1.5 The Goods having been used in accordance with the Supplier's Instructions whether written or oral;
- 8.1.6 The Supplier having received the total price for the Goods or Services by the due date for payment;
- 8.1.7 The warranty contained in this clause 8.1 does not extend to cosmetic defects occurring after supply of the Goods or conclusion of the Contract for Services. Without prejudice to the provisions of clause 8.1 above, all Goods that are returned to or replaced by the Supplier shall become the property of the Supplier;
- 8.1.8 The Supplier having received all outstanding monies in accordance with the agreed account terms for all Goods and Services, including prior Service Call Outs. In the case of Warranty attendance being withheld due to unpaid accounts, the Supplier does not accept responsibility for any loss of earnings, additional damage to Goods, contra-charges for works carried out by others or any other expenses which may be incurred as a result of the service being withheld;
- 8.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence;
- 8.3 Subject to clauses 8.1 and 8.2;
- 8.3.1 The Supplier shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law, or under the express terms of any agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatever (whether caused by the Supplier's negligence or that of its employees, agents, or subcontractors or otherwise) which arise out of or in connection with the supply of the Goods or Services (including any delay in supplying or any failure to supply Goods or Services in accordance with any agreement or at all) or the use of the Goods by the Buyer; and 8.3.2 the entire liability of the Supplier in contract, tort (including negligence or breach of statutory duty), misrepresentation (unless fraudulent) or otherwise arising in connection with the supply of the Goods or resulting from their use or the performance or contemplated performance of the Services shall not exceed the value of the Contract per claim, or series of claims arising from one occurrence;
- 8.4 The Supplier will at the request and expense of the Buyer use its reasonable endeavours to transfer to the Buyer the benefit of any warranty, guarantee or undertaking given to the Supplier by the manufacturer producer or processor of the Goods, in relation to any Goods or parts or materials;
- 8.5 Whilst the Supplier, its servants or agents, may advise the Buyer on the suitability of the Goods for the Buyer's use on the basis of information supplied by the Buyer, such advice is given on the basis that the information supplied is accurate and that the Supplier accepts no liability for any advice given where any information received from the Buyer is inaccurate, incorrect or misleading;
- 8.6 The Buyer agrees to indemnify the Supplier against all claims relating to Goods sold to the Buyer in respect of any loss, damage or expense, whether direct or consequential, sustained by any third party save only in respect of death or personal injury caused by the negligence of the Supplier or any of its employee's agents or sub-contractors;
- 8.7 Please note that equipment warranties may not be valid if the equipment is not serviced in line with manufacturers' recommendations.
- 8.8 Please note that equipment warranties are the responsibility of the manufacturer. If warranty conditions change or the manufacturer ceases trading the Supplier will not be held responsible for the warranty period, warranty parts and warranty labour.

### 9.0 Force Majeure

9.1 The Company shall not be liable for any default, damage or delay due to any circumstances beyond reasonable control of the Supplier including, but not limited to, Acts of God, war, civil unrest, riot, strike, and lock-out, acts of civil or military authorities, fire, flood, earthquake, or shortage of supply.

### 10.0 Termination

- 10.1 The Supplier may (without prejudice to any other rights it may have and without prejudice to the provisions of clause 6 above) immediately terminate or suspend the Contract at any time by giving written notice to the Buyer and/or immediately recover from the Buyer all sums due from the Buyer under any Contract (notwithstanding any period of credit which may have been allowed) together with any accrued interest and other legitimate charges and any loss caused to the Supplier as a result of any termination if any payment due to the Supplier from the Buyer is overdue in whole or in part in relation to the Contract or any other contract or order;
- 10.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the order if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

### 11.0 General

- 11.1 These Terms (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise are excluded to the fullest extent permitted by law. The parties agree that no statements or representations made by either party have been relied upon by the other in agreeing to enter into any Contract;
- 11.2 A notice required or permitted to be given by either party to the other under these Terms 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 the party giving the notice;
- 11.3 No failure or delay by the Supplier in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision;
- 11.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provisions of these Terms and the remainder of the provision in question shall not be affected;
- 11.5 In the event that any dispute or difference between the parties arising out of or in connection with any Contract cannot be agreed the matter shall be referred to Warner Goodman Solicitors;
- 11.6 The Supplier shall have the right to publish with or without illustrations, any aspect of the project for future projects or promotional material or any other such purpose;
- 11.7 The Company may without the consent of the Buyer sub-licence its rights or obligation or any part of these conditions;
- 11.8 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts;
- 11.9 Staff training will be provided for equipment where it is deemed to be necessary. This training will take place on a day pre-arranged with the client. Please note that it is the client's responsibility to ensure that all relevant personnel are in attendance at the agreed time. Integral Services Ltd T/A HCE reserves the right to charge for any and all return visits for training.