



All accepted orders are subject to the following terms of trading of Lofting Services North West Ltd

1. Definitions

- "The company" means Lofting Services North West Ltd;
- "Contract price" means the price payable by the customer for the goods;
- "Customer" means any company, person, firm or individual to whom the goods are sold or supplied by the Company;
- "Date of Despatch" means the date notified to the Customer as the date the Goods will be despatched by the Company;
- "Goods" means all goods, materials, articles or things supplied by the Company to the Customer;
- "Manufacturer" means the manufacturer of the Goods;

2. Applicability of Conditions

All contracts for the sale or supply by the Company of Goods shall be subject to the terms and conditions contained herein and such other terms and conditions as the Company may stipulate or agree in writing which shall prevail over any terms which may appear on the Customer's enquiry, order or other documents received by the Company from the Customer or which may be implied by law or trade, custom, practice or a course of dealing between the parties, all of which are hereby expressly excluded.

- 3. No variation of these conditions shall be effective unless made in writing and signed by an authorised employee of the Company.
- 4. The Company's estimates and quotations constitute invitations to treat and shall not be binding offers on the part of the Company unless specifically referred to as fixed for a specific duration.
- 5. The Company shall be entitled to sub-contract the performance of the whole or any part of the Contract with the Customer without prior written notice to the Customer.
- 6. The Customer shall not be entitled to rely or to seek to rely upon any statement, warranty or representation made by an employee or agent of the Company to the extent that such representation is inconsistent with these Conditions.

7. Price

- (a) All prices quoted by the Company are exclusive of the value added tax which will be chargeable at the date of despatch of the Goods and of all other taxes of whatever nature that may be applicable to the Contract.
- (b) Except where a written quotation has been given in accordance with Paragraph 4 above, Goods are sold at the prices ruling at the date upon which they are delivered to or to the order of the Customer.
- (c) Subject to paragraph (d) below the Company's prices include handling and delivery on the mainland of the United Kingdom only.
- (d) The Customer shall be liable for any costs incurred by the Company (including storage charges) due to the Customer's neglect or default or lack of instructions or refusal or failure to take delivery of the Goods during normal business hours or to special deliveries or any other variation of the original order made at the request of the Company, and such costs shall be paid by the Customer in addition to the Contract Price.
- (e) If the Customer's cheque payable to the Company is not met upon first presentation then without prejudice to its rights and remedies in such a case, the Customer shall pay to the Company £10 in respect of the costs incurred.

- 8. The Customer may not cancel and accepted order without the Company's written agreement and the following shall be payable by the Customer in the event that the Company does so agree:

- (a) Storage charges in respect of the cancelled Goods until such time as the Goods are delivered to another Customer;
- (b) An amount in respect of the cancellation charges which have been imposed on the Company by suppliers of goods or services required for the Goods for the Customer;
- (c) The total cost of any work carried out and / or materials, components or other items made or adapted to the Customer's specification; provided that the total amount shall not exceed the Contract.

9. Payment

- (a) Subject to paragraph (b) below, the Contract Price is due and payable in full upon receipt of the invoice by the Customer and time for payment shall be of the essence;
- (b) The Company may at its discretion permit a Customer to pay Contract Price at the end of the month following the month of invoice (the "Credit Facility").

10. Credit Limit

The Company may set a financial limit on the Credit Facility (the "Credit Limit") and if the Customer orders Goods from the Company in excess of the Credit Limit the Company may require payment of the excess on demand and may refuse to deliver the Goods until the Company has received such payment.

11. Failure to Pay

Without prejudice to any other rights or remedies which may be available to the Company, if the Customer fails to pay to the Company any amount on the due date:

- (a) The Company shall have the right to cancel any contract made with the Customer and / or to suspend or continue delivery of Goods at the Company's option without prejudice to the Company's right to recover damages for any loss sustained by it. The Customer shall indemnify the Company against any costs, charges or expenses arising as a result of such cancellation or suspension;
- (b) The outstanding sum shall carry interest at the rate of 3% above NatWest Bank plc. base rate per annum for the time being from the due date to the payment, compounded at three monthly rests;
- (c) The whole of the balance of the price then outstanding shall become due and payable forthwith;
- (d) The Customer shall on demand reimburse to the Company all fees and disbursements incurred by the Company in taking proceedings to recover any sums due and outstanding from the Customer.

12. Retention of title

Notwithstanding that the Customer obtains possession of the Goods, title to the Goods supplied by the Company to the Customer shall remain vested in the Company and shall not pass to the Customer until the purchase price for the Goods supplied has been paid in full and received by the Company. The Company reserves the right to dispose of the Goods until such time as payment for such Goods is received in full and where a payment has been made by cheque or other negotiable instrument, payment shall not be deemed to be received until the Company has received such amount in cash. Until that time the Customer holds such Goods on trust for the Company and keeps such Goods separate and identifiable from any other Goods. The Company is irrevocably authorised by the Customer without notice to enter any premises where such Goods may be stored for the purpose of collecting and removing them. In addition, title to all Goods supplied by the Company to the Customer shall remain vested in the Company until the Customer has settled all outstanding invoices for the Company.

13. Delivery

- (a) The Customer shall be responsible for the provision of labour and equipment for unloading the Goods which shall be; at the Customer's own cost and risk.
 - (b) The Company's liability for delivering the Goods shall be limited to delivering them, as near to the place the Goods are required as a safe hard road permits. If in any particular case, the Company should agree to relax this condition the relaxation shall be deemed to have been given in consideration of an indemnity for the Customer against all losses, costs and expenses which the Company may incur or pay as a result of delivering the Goods in accordance with such relaxation.
 - (c) Without prejudice to sub-paragraphs (a) and (b) above, all Goods supplied by the Company shall be at the Customers own risk for the time of delivery.
14. The Company will replace free of charge Goods damaged or lost in transit provided that in the event of:
- (a) Damaged delivery or shortage, such damage or shortage has been noted on the delivery note, signed by or on behalf of the Customer: or
 - (b) Non-delivery in whole, the Company is advised in writing within 14 clear days of the notified Date of Despatch.
15. The Company will use reasonable commercial endeavours to deliver the Goods in accordance with any Date of Despatch but any such dates or periods are deemed to be for general information only. Any failure by the Company to meet a Date of Despatch shall not amount to a breach or repudiation of the Contract and the Company shall not be liable for any loss or damage arising from such a failure.
16. The Company is entitled to deliver part of the Goods ordered or to deliver by instalments and to invoice for each such part delivery or instalment, where Goods contracted for are deliverable by instalments. Each delivery shall be deemed to be the subject of a separate enforceable contract in accordance with the terms hereof.

17. Warranty and Exclusion of Liability

- (a) The Company will at its own cost and at the Company's sole option either replace (or repair if possible) or refund the price of any Goods, which are defective by reason of not being satisfactory quality or failing to meet the description applied to the Goods in the Manufacturers published product literature (which shall specifically exclude any prediction as to performance and suitability for a particular purpose supplied by the Manufacturer, such predictions being supplied on the basis that they cannot reasonably be warranted) provided that the Customer has given written notice of the alleged defect to the Company within 7 days from the date of delivery of the Goods and the Customer will, if the Company so requests, return the Goods to the Company's premises at the Customer's cost and expense.
- (b) The Company's liability to the Customer for the Goods shall be as set out in sub-clause.
- (c) Above which shall be in lieu of any other liability or right or remedy whatsoever save for liability for death or personal injury resulting from negligence and for any damage to physical property resulting from negligence up to £10,000. Accordingly, all representations, warranties guarantees and conditions express or implied, statutory or otherwise (other than as to the title or as expressly provided in these terms) are hereby expressly excluded. In particular the Company is not liable to the Customer if the Goods are not fit for any particular purpose whether the Company has knowledge of that purpose or not.
- (d) Without prejudice to the forgoing, the Company shall not be liable for replacement of free issue Goods / materials or consequential loss or damage howsoever caused, including (without limitation) loss of profit, time, goodwill, contracts, expenses or liability to third parties or other indirect losses or costs and whether arising directly or indirectly from any act or omission of the Company in connection with this agreement or otherwise.

18. Hazardous Materials

The Customer is deemed to have acquainted itself, its servants and agents, with the nature of the Goods ordered from the Company and of any hazards involved. Furthermore they are deemed to have taken any precautions required under the Health and Safety at Work Enactments or allied legislation or any regulations made there under. The Customer agrees to indemnify the Company in respect of any claims made against it for events occurring after delivery due to any failure or omission on its part to observe the aforementioned safe guards and requirements.

19. Force Majeure

The Company shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by reason of act of God, delay in transportation, labour disputes, fire, flood, war, accident, Government action, inability to obtain adequate labour, materials or energy, or any other cause beyond the Company’s control or that of its servants or agents.

20. Drawings and Specifications etc.

Illustrations, descriptions, advertisements, product literature and similar materials issued by the Company are for information and no particulars therein shall be binding on the Company except as provided in Paragraph 17 (a) hereof.

21. If the Company notices an error or deficiency in any of the following items supplied by the Customer, it shall notify the Customer accordingly but, unless expressly so instructed in writing, the Company shall be under no liability whatsoever to check accuracy, originality or suitability of all descriptions, illustrations, particulars of weights and measures, performance and material data or details or specifications or other descriptive matter supplied to the Company by the Customer or of information recorded therein.

22. General

The Customer shall not be entitled to assign this contract without the prior written consent of the Company.

23. No delay or omission of either party in exercising any right hereunder shall impair such right or be construed as a waiver thereof and any single or partial exercise of any such right shall not preclude the further exercise of such right nor the exercise of any other right. If either party shall agree to waive any default that shall not act as a waiver of any other default whether or not similar or contemporaneous or on a future occasion.

24. The Company shall have the right at its absolute discretion to determine any contract with the Customer immediately upon written notice to the Customer if:-

- (a) The Customer shall make default or commit a breach of the contract or any of his obligations to the Company; or
- (b) Any distress or execution shall be levied upon the Customer’s property or assets; or
- (c) The Customer shall make or offer to make any arrangement or composition with his creditors or commit any bankruptcy or partition or receiving order in bankruptcy shall be presented or made against him ; or
- (d) The Customer is a limited company and any resolution of partition to wind such companies business (other than for purpose of amalgamation or reconstruction which in the opinion of the Company is not detrimental to the Company) or to appoint an administrator shall be passed or presented ; or
- (e) If a receiver of a customer’s undertaking, property or assets or any part thereof shall be appointed and the Customer shall be liable for all losses arising from such determination.

25. **These conditions and any contract between the Customer and Company shall be governed by and construed according to English law. The Company and the Customer submit to the non-exclusive jurisdiction of the English Courts.**

If ‘Terms and Conditions’ are acceptable please indicate by having a duly authorised representative sign below, failure to return a signed copy we will assume your acceptance of above ‘Terms and Conditions’.

Customer Name

Representative Name

Title

Date