

# General Terms and Conditions of Supply

## Definitions

- 1.1 "The Company" shall mean Combisafe International Ltd and/or its subsidiary Advanced Scaffold Products Ltd trading from Safety Centre, Cheaney Drive, Grange Park, Northampton NN4 5FB.
- 1.2 "The Customer" means the person dealing with the Company whether an individual, a limited liability company or a partnership.
- 1.3 "Equipment" means any and all articles hired out or sold by the Company in the course of its business.
- 1.4 "Customised Equipment" means equipment manufactured to the Customer's specification
- 1.5 "Order" means each request made by the Customer to purchase or hire Equipment.

## Entire Agreement

- 2.1 These Conditions shall apply to the Contract for the hire or sale of the Equipment to the exclusion of all other terms and conditions, including any terms under which the Customer may purport to contract in any purchase order, conformity or similar document. The physical taking of Equipment from the Company acknowledges acceptance of these terms and conditions by the Customer.

## Risk & Title

- 3.1 Risk in the Equipment shall pass to the Customer when the Customer takes delivery of the Equipment. Delivery shall be deemed to take place at the moment of loading onto the delivery vehicle of the Customer or independent carrier for onward transportation to the Customer
- 3.2 Even though risk has passed in accordance with clause 3.1 the Customer will not own the Equipment until the Company is paid in full for them and no other amounts are outstanding from the Customer to the Company.
- 3.3 Before title has passed to the Customer under clause 3.2 and without prejudice to any of its other rights, the Company shall have the right to recover and re-sell the Equipment or re-possess any of them and may enter upon the Customer's premises by its servants or agents for that purpose.
- 3.4 Until payment due under all contracts between the Customer and the Company has been made in full:
  - 3.4.a The Customer shall hold the Equipment as the Company's fiduciary agent and bailee and keep the Equipment separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property
  - 3.4.b In the event of the sale of the Equipment by the Customer he shall hold the proceeds of such sale on trust for the Company in a separate bank account opened by the Customer for this purpose and The Company may trace all such proceeds of sale received by the Customer through any bank or other account maintained by the Customer
  - 3.4.c In the event of sale of the Equipment by the Customer in the ordinary course of its business the Customer shall assign its rights to recover the selling price from the third parties concerned to the Company if the Company so requires in writing.
  - 3.4.d The Customer shall not assign to any other person any rights arising from a sale of the Equipment without the express consent in writing of the Company.
  - 3.4.e As the insurable risk in the Equipment shall pass to the Customer as soon as the Equipment are delivered to him or to his Order, the Customer shall keep the Equipment insured in the amount of the contract price at which the Equipment are sold to the Customer against all insurable risks and if they are destroyed by an insured risk prior to payment being made for them by the Customer in full the Customer shall receive the proceeds of such insurance as trustee for the Company.
  - 3.4.f The Customer grants to the Company an irrevocable licence to enter upon the land occupied or used by the Customer in connection with the tasks for which the Equipment is bought or hired. The Customer warrants that he is able to grant such a licence and that any party whose consent is also required has agreed to be bound by such a licence.

## Limitation of Liability

- 4.1. The Company accepts no liability for:
  - 4.1.a. any damage or loss arising from the unauthorised combination of the Equipment supplied with scaffolding or other material or components supplied by other manufacturers or where such damage or loss results from the unskilled erection, usage or treatment of such Equipment. If any negligence on the part of the Company is established, the maximum liability on the part of the Company will be determined by the maximum indemnity afforded by the Company's insurers.
  - 4.1.b. any damage or loss caused to or suffered by the Customer or any other person, firm or company on whose behalf the Customer may have been contracting with the Company or with any other person, firm or company in respect of any claim howsoever arising from consequential loss or damage or economic loss other than any liability of the Company for death or personal injury arising out of negligence for which the Company is liable.
  - 4.1.c. any loss suffered by the Customer as a result of trade disputes, difficulties in obtaining Equipment or components from suppliers or manufacturers or anything outside the Company's control which prevents use by the Customer of the Equipment hired or agreed to be hired.
  - 4.1.d. any loss suffered by the Customer as a result of the Company's withdrawal of the Equipment from hire because of a breach by the Customer of these terms and conditions or non-availability of Equipment required by the Customer either at commencement of hire or by way of a Customer's request to extend a period of hire.
  - 4.1.e. any drawings, design or specification and submission of such papers does not involve the Company in giving any warranty guarantee or representation that the Equipment to be supplied by the Company in accordance therewith (whether sold or hired) is practicable, safe or cost effective and the Company is not responsible for the cost of any additional work caused by any deficiency in such drawings, design or specification
- 4.2. If the Company's quotation proves to be inadequate for the Customer's needs then all additional Equipment will be supplied by the Company on request and invoiced. The Company accepts no liability for any inaccuracy in its quotation.
- 4.3. The Customer warrants the accuracy of any specification and all other necessary information ("Specification") submitted by the Customer relating to the Customised Equipment and that the Specification shall be provided to the Company within a sufficient time to enable the Company to fulfil the Contract.

## Payment & Transport

- 5.1. All payments must be made in Pounds Sterling unless otherwise agreed by the Company.
- 5.2. Sales prices and hire rates as set out in the Company's quotation are valid for 28 days and will be adjusted in accordance with the Company's price list in force from time to time.
- 5.3. All prices quoted are ex works unless otherwise agreed in writing.
- 5.4. Sales Prices and hire rates for Equipment are exclusive of VAT, carriage and delivery and exclude the cost of packaging, pallets and stillages which will be invoiced.
- 5.5. Payment in all cases for approved accounts is due within thirty days from the date of the Company's invoice. In all other cases, payment in full is required before the Equipment will be despatched or collected.
- 5.6. All sums paid late are liable to interest at the rate of the higher of 2% above the base rate of Lloyds TSB Bank Plc or at the rate allowed from time to time by the Late Payment of Commercial Debts (interest) Act 1998 or any replacement or modification thereof.
- 5.7. The Company reserves the right to request the Customer to pay a deposit or prepayment in respect of any Order.
- 5.8. All quotations for hire and sales are subject to availability of Equipment.
- 5.9. All transport of Equipment is at the Customer's risk. Dates and times for delivery or collection are approximate only and time shall not be of the essence. Any loss occurring in transit which exceeds the haulier's insurance cover is at the Customer's risk and the Customer must ensure that he has sufficient insurance cover for any such excess. Where the Company arranges delivery on behalf of the Customer, the Customer is solely responsible for any transportation charge. The Company accepts no responsibility or liability in respect of such transport arrangements which will be made purely to assist the Customer.
- 5.10. The Customer must unload and inspect all Equipment promptly on receipt in the presence of the haulier and report defects, damage or shortages and the carrier's ticket must be annotated accordingly. The Customer must notify these discrepancies both to the haulier and to the Company in writing within 2 days of receiving the Equipment. The Customer, if so requested by the Company, should return the Equipment at the Company's cost for inspection by the Company. If the Company agrees in its absolute discretion that the Equipment is not functioning properly, it shall use all reasonable endeavours (but shall not be bound) to provide suitable replacement
- 5.11. If the Customer wishes to cancel an Order, it may do so only with the Company's prior written consent, which shall not be granted in respect of Customised Equipment. The Company reserves the right to charge the Customer a fee equivalent to the direct and indirect losses incurred by the Company as a result of such cancellation.

## Conditions of Hire

- 6.1 All hire rates quoted are fixed for a minimum of 6 weeks from the date of delivery (subject to any increase in line with the Company's price list in force from time to time). The Company will be entitled to increase these charges even though Equipment is on hire to a Customer for a longer period.
- 6.2 The Customer will at all times during the period of hire:
  - i retain possession and control of the Equipment at all times and not sell, loan, charge or part with possession of it
  - ii shall indemnify the Company against loss or damage caused to the Equipment or to any third party or third party's property
  - iii shall diligently observe the proper handling, assembly, dismantling, storage, maintenance and cleaning of the Equipment in accordance with instructions supplied and all applicable laws and regulations
  - iv ensure that the Equipment shall not be used for any purpose for which it is not designed of reasonably suitable at any time during the Hire Period. The Customer warrants that he is aware of all such limits and requirements
  - v shall carry out regular inspections of the Equipment and make reports as required by law from time to time
  - vi take proper care of the Equipment and ensure that it is safely and properly stored
  - vii return the Equipment clean and fully usable and loaded in such a manner to facilitate forklift operation. The cost of repair and cleaning of any missing or damaged Equipment will be charged at the current list price.
  - viii the Company may in its absolute discretion decline to sell any damaged items to the Customer
  - ix shall not move the Equipment from the location specified in the Order without first obtaining the Company's written consent
- 6.3 The period of hire will begin on the day of delivery of the Equipment and will include the day of return of the Equipment in accordance with clause 6.2.vii. The minimum period of hire is 42 calendar days and all calendar days will count as hire days.
- 6.4 If the Customer is not an incorporated association the Equipment must be returned to the Company not later than the end of the 84-day of the period of hire.

## Termination of Hire and Repossession

- 7.1 In any of the following circumstances the Company may at its option end the Contract for hire of Equipment forthwith and take possession of the Equipment. This shall not affect the right of the Company to recover from the Customer any sums due under the Contract or damages for breach thereof:
  - 7.1.a a default by the Customer in the payment of money due pursuant to the terms and conditions for a period exceeding 30 days;
  - 7.1.b save as dealt with by 7.1.a a breach by the hirer of any of the terms and conditions
  - 7.1.c the Customer presenting or allowing to be presented for interim Order or a petition for a bankruptcy order within the meaning of the Insolvency Act 1986 or allowing the levy of any distress or execution against the Customer;
  - 7.1.d the Customer entering into or attempting to enter into a composition with creditors or ( in the case of a limited company) going into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved by the Company in writing ;
  - 7.1.e the receiver or administrator being appointed in respect of the Customer's assets or any of them, or a meeting, whether formal or informal being called of the Customer's creditors or any of them

## Assignment

- 8.1 No contract may be assigned at law or in equity without prior written consent of the Company

## Force Majeure

- 9.1 Neither party shall be liable for any default due to any act of god, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

## Notices

- 10.1 Any notices to be provided to the Company shall be sent to the address above and the Company shall serve notices upon the Customer to be sent to the address on the Order or such other address as may be notified by the Customer in writing to the Company from time to time.

## Jurisdiction

- 11.1 These Conditions and the Contract to which they relate will be governed in all respects by the Law of England and shall be subject to the exclusive jurisdiction of the English Courts.