

## Trent Valley Refrigeration Ltd - Standard Terms & Conditions of Sale.

### 1. ACCEPTANCE.

Unless previously withdrawn, the company's proposals are open for acceptance within either:

- (a) The validity period stated in such proposals or
- (b) In the absence of such period within 30 days only of the date of any such proposals.

It shall be sufficient in the event of the withdrawal of the Company's proposals that such withdrawals shall be drawn to the attention of the Purchaser either orally or in writing which includes facsimile or e-mail.

Acceptance of the company's proposals shall be deemed when an order is placed on the company's proposals and accepted by the company.

### 2. DELIVERY.

The place of delivery is ex the Companies place of business. The time for delivery of equipment, products and/or services shall be extended for a reasonable period if delay in the delivery of equipment, products and/or services is caused by instruction or lack of instructions from the Purchaser or by an industrial dispute or by any circumstances beyond the company's reasonable control and in any event it is agreed that time for delivery shall not be of the essence.

### 3. RISK OF LOSS OR DAMAGE.

The risk of loss or damage to equipment shall pass to the Purchaser on delivery. If the equipment is lost or damaged in transit the Company will take all reasonable steps to assist the Purchaser's claim against the carrier for such loss or damage but the Purchaser must notify the carrier and the Company within three days of receipt of the equipment or in the case of non delivery within ten days of the date of the company's advice note.

### 4. PRICES AND TERMS OF PAYMENT.

(a) Prices are subject to correction for error. Prices given are subject to variation as hereinafter provided. The prices of goods and/or services will be those ruling at the date of despatch of equipment and/or services except where paragraph (e) below applies.

(b) Payment shall be 30 days net from the date of invoice issued. Such invoice being deemed delivered two days following the date of posting thereof.

(c) On all equipment and/or services for destination outside the United Kingdom terms of payment are 100% payment up front.

(d) All payments shall be made in the currency of the United Kingdom and if the Purchaser delays in making its payment to the Company, the Company shall on giving reasonable notice in writing to the Purchaser of its intention to invoke this sub-clause be entitled to interest on the sum due from the time fixed for payment as above at the rate of 2.5% per month or such other rate of interest as may be notified to the Purchaser.

(e) Where paragraph 4 (a) does not apply the company's powers to vary the price hereunder shall be governed by the code of practice and formulae laid down by BEAMA applicable at the date of acceptance as specified in clause 1 above.

(f) There is in any event a minimum order charge, details of which will be given on request.

### 5. TAXES.

The amount of any and all present or future taxes or other governmental charges upon the production shipment or sale of the equipment shall be added to the price and paid by the Purchaser notwithstanding any of the provisions of clause 4 hereof.

### 6. HEALTH AND SAFETY AT WORK ACT.

The Company having taken all reasonably practical steps to comply with the Health and Safety at work act 1974, the Purchaser undertakes to ensure that all equipment and/or services provided by Trent Valley Refrigeration Ltd are properly used, maintained and further to ensure that the installation and operations of such equipment at the place of work should be safe and without risk to health. It is further agreed that the purchasers acceptance of the Company's proposals as provided by clause 1 hereof shall be deemed in the absence of a specific undertaking to incorporate an undertaking by the Purchaser to take specific steps sufficient for the purposes of the said Act to ensure so far is reasonably practicable that the equipment and/or services will be safe and without risk to health when properly used. The Purchaser further agrees that in respect of any liability being found to attach to the Company with regard to the provisions of the said Act arising out of any matter relating to the use of the equipment and/or service so to indemnify the Company in respect of any costs claims actions or liability arising under the said Act.

### 7. WARRANTIES.

(a) The Company will free of charge make good by repair, or at its' option, by the supply of a replacement, defects which under conditions of proper use appear in any equipment and/or products manufactured by it and which arise solely from faulty design or materials or workmanship provided that the equipment is returned carriage paid to the place of shipment within 12 months after the date of shipment by the Company. The Company may at its' option, issue a credit note to the Purchaser for equipment returned under this clause. If inspection by the Company does not disclose a defect within the terms of this warranty the Company's regular charges will be payable.

The Company's liability under this clause is in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the equipment and except as provided in this clause the Company shall not be under any liability whether in contract or otherwise for defects in the equipment or for any damage or loss resulting from such defects or from any work done in correction therewith.

(b) If the Company supplies equipment or products not manufactured by it such products will carry only such warranty as is provided by the actual manufacturer of such products or equipment and no further liability therefore shall attach to the Company.

(c.) The purchaser agrees to indemnify the Company against any loss or damage that may arise through the use or supply by the Purchaser or others of the equipment.

### 8. DRAWINGS AND SPECIFICATIONS.

All specifications illustrations drawings and other particulars supplied are as accurate as possible, but none of these form part of the contract between parties. Certified outline drawings will be supplied on request but the Company reserves the right to recover appropriate costs incurred in producing such drawings.

### 9. EXTRA CHARGES.

If for any reason the Purchaser requests the Company to provide labour or services outside normal working hours any overtime or other additional expenses occasioned thereby shall be paid by the Purchaser unless specifically provided for in this quotation. The Company reserves the right to levy a charge for any additional inspection or release certification requested by the Purchaser.

### 10. SPECIAL PRODUCTS.

All quotations for special products are based on the Purchaser accepting over-runs and under-runs not exceeding 5% of the quantity ordered and the Purchaser agrees to pay for or receive the relevant pro-rata.

### 11. TITLE.

(a) The property in all goods supplied to the Purchaser by the Company whether by this or any subsequent contract between the said parties (hereinafter "the goods") shall remain in the Company until the Purchaser has paid to the Company in full the contract price of the goods and/or system.

(b) Until payment as above the Company shall preserve the goods separately from any other goods in its' possession and reconquisable as such.

(c) In the event of non-compliance by the Purchaser with any term as to payment for the goods, the Company may by its duly authorised representatives and on not less than 24 hours' notice enter the premises of the Purchaser and remove the goods and/or services or any of them.

(d) In the event the Purchaser merges the goods or any of them with others to produce products for resale (hereinafter "the products") the Purchaser shall retain the products on behalf of the Company as surety for full payment as above, but may sell the products on condition that, until the Purchaser makes payment in full for the goods to the Company, the proceeds of sale of the products or any of them shall be held in trust by the Purchaser for the Company.

(e) For the avoidance of doubt any part payment by the Purchaser of the price of the goods to the Company shall be appropriated by the Company first toward the price of the goods merged into the products as in (d) above and thereafter at the Company's sole discretion.

### 12. ENTIRE AGREEMENT.

The terms and conditions of this proposal constitute the entire agreement in relation to the sale of equipment and/or services and all products and no modification or waiver thereof shall be valid unless made in writing expressly for the purpose and signed by an authorised representative of the Company and of the Purchaser.

### 13. LAW.

The construction or validity and performance of this agreement shall be governed by the laws of England.