

## GENERAL TERMS OF BUSINESS

IMPORTANT: CONDITIONS 14 AND 15 PROVIDE THAT CERTAIN RISKS ARE TO BE BORNE BY THE CUSTOMER AND MAY AFFECT THE CUSTOMER'S INSURANCE ARRANGEMENTS.

### 1. DEFINITIONS

"the Company"	means Steve Vick International Limited
"the contract"	means the agreement between the Company and the Customer for the Works.
"the Customer"	means the customer for the Works
"the Works"	means the subject-matter of the contract and includes goods and services or either of them as the context requires, including the hire or sale of goods to the Customer
"the price"	means the price for the Works stated on the invoice and any other payment to be made by the Customer to the Company under the terms of these conditions.
"the Specification"	means the specification for the Works as referenced in the quotation



### 2. GENERAL

2.1 The contract is entered into and all quotations are given subject to these conditions which may only be varied or waived by written agreement between the Company and the Customer. No contract shall be made until the Company has accepted in writing an order placed by the Customer. If these conditions differ from the terms of any offer made or placed by the Customer any subsequent communication by the Company constitutes a counter-offer and not acceptance of such terms. Any conduct of the Customer which confirms an agreement for the supply of the Works by the Company shall constitute an unqualified acceptance by the Customer of these conditions.

2.2 These conditions shall unless otherwise agreed in writing apply to any agreement entered into between the Company and the Customer subsequent to the contract

### 3. QUOTATIONS

Quotations will not be valid for more than 60 days unless otherwise agreed in writing. A quotation is not an offer and may be varied or withdrawn without notice.

### 4. BROCHURES ETC.

All photographs, drawings, specifications and other descriptions and details in the Company's brochures, catalogues, price lists, quotations and other documents are only illustrative and do not constitute warranties, conditions or representations.

### 5. PRICE

5.1 Unless stated otherwise on the face hereof, all prices quoted are on the basis of the Specification and apply only in relation to the total extent of the Works and dates quoted. All prices are subject to the addition of all other costs duties and taxes including where applicable Value Added Tax at the rate ruling at the relevant tax point.

5.2 The invoiced amount may be adjusted to take account of increases in any of the following:-

- (i) costs of components or equipment not manufactured by the Company, materials, wages, general commodities, freight or insurance; and
- (ii) rates of currency exchange, duties, import duties, taxes or surcharges and
- (iii) alterations by the Customer to quantities to be supplied, or dates of delivery or for performance.

5.3 The Customer may at any time request modifications to, or make changes in the Specification for, the Works. Oral requests if accepted will be confirmed in writing by the Company and will be deemed an agreed contract variation. The price for any such modifications and changes which the Company agrees to perform, and the price for modifications and changes required by any body or bodies to whose control or regulations the Works may be or become subject, shall be paid by the Customer.

### 6. PAYMENT

6.1 Unless otherwise agreed and stated in writing by the Company payment for the Works will be as follows:

(i) in case of contracts for the supply of goods and services or either of them, as applicable, in full free from setoff or counterclaim within 30 days of the date of the Company's invoice therefore unless otherwise agreed by the Company. The Company in its absolute discretion and prior to commencement of delivery may require payment in stages during the life of the contract.

(ii) in the case of contracts for the hire of goods/equipment, in full within 30 days of the date of commencement of the period of hire for the whole of the hire period. Where the Customer requests an extension of the hire period, without prejudice to the Company's right to refuse to grant an extension, the Company will require payment in full within 30 days of the date of commencement of the extension period for the whole of the extension.

(iii) the Company may in its sole discretion require the Hirer to pay a deposit in which case the Company will not release the hired goods/equipment to the Customer until such deposit has been paid to the Company in accordance with the Company's current rates for deposits. The deposit will only be returned to the Company if the hired goods/equipment are returned undamaged and in a clean working condition to the Company on the due date and the Company reserves the right to deduct sums up to the whole of the deposit on returning it to the Customer if the goods/equipment are returned late or damaged or unclean.

6.2 Failure by the Customer to make payment in accordance with the terms agreed shall, without prejudice to any other remedies the Company may have, render the Customer liable to pay interest upon the total sums outstanding calculated at one and half percent per month calculated from the date of delivery or completion of the works as applicable, such interest accruing on a daily basis and being payable on demand.

## **7. CONTRACTS FOR THE SUPPLY OF GOODS AND/OR SERVICES**

7.1 The Company will rely on the accuracy of all plans, specifications and all other documents supplied by the Customer and the Customer must comply with all the Company's requirements whether stated in the quotation or otherwise including but not limited to the provision of accurate plans of pipe layouts, the carrying out of preparatory works and where necessary the supply of equipment. Where the Company is supplying goods only which are to be installed by the Customer, his employee or agents, the Customer must ensure that the goods/equipment is/are installed in strict accordance with the Company's instructions.

7.2 The Company cannot be held liable for any loss or damage to persons or to property or to any delay caused by the failure by the Customer, his employee or agent to comply with the Company's instructions or due to the Customer's failure to fulfil the Company's requirements.

## **8. DELIVERY**

8.1 Unless otherwise agreed and stated on the face hereof, where the Works comprise solely goods whether for sale or hire then delivery shall be made to the Customer's works or required site location as approved by the Company, and shall be deemed to have been effected at commencement of off loading from the Owner's (or its agents') vehicle. Works comprising services alone or both goods and services shall be deemed to have been completed and delivered when the requirements of the Specification have been fulfilled.

8.2 Any times quoted for completion or delivery or despatch are estimates only and the Company shall not be liable for failure to meet such times nor shall the Customer be entitled to reject the Works in whole or in part or to treat the contract as repudiated in the event of any such failure.

8.3 Unless otherwise agreed in writing, the Company shall be entitled to make partial deliveries or deliveries by instalments and these conditions shall apply to each partial deliver.

8.4 Where the Company is ready to deliver or perform the Works but delivery or performance cannot be made for any reason beyond control of the Company or through the fault or delay of the Customer, the Company shall be entitled to make a reasonable charge in respect of storage and insurance of goods stored and for lost time.

## **9. PROPERTY AND RISK**

9.1 In all contracts other than hire contracts-

- (i) title to the Works shall remain in the Company until it has received payment in full for such Works
- (ii) if so required by the Company the Customer shall so mark and store the Works in which title has not passed as to identify them as the property of the Company
- (iii) while title in the Works remains in the Company, the Company shall have the right, without prejudice to the obligation of the Customer to purchase the goods, to re-take possession of such Works (and for that purpose to go upon any premises occupied by the Customer). The Company shall be entitled to sever the Works from the Customer's or a third party's property making good at the Company's expense any damage caused thereby at its own expense.

9.2 In contracts for the hire of goods:-

- (i) the Company shall retain title to the goods at all times, the Customer merely being the Bailee of the Company
- (ii) the Customer will return the goods to the Company on demand and in any event at the end of the hire period or any extension thereof previously agreed in writing before or at the end of the initial hire period.
- (iii) the Company reserves the right for its employees, agents and representatives to go onto the Customer's property for the purpose of removing the Company's hired goods if the hire period has expired and the goods are not returned, no extension having been paid for and to make good any damage caused by such removal.

9.4 The Company shall have the right to maintain an action for the price notwithstanding that title in the Works may not have passed to the Customer.

9.5 Risk in the Works shall pass to the Customer on delivery (for goods alone including hire goods) or on completion in accordance with the Specification (for services or services and goods).

## **10. TRANSIT**

Claims for damage occurring in transit or for shortage in delivery from carriers will be considered by the Company only if the carriers and the Company receive written notification of such damage or shortage within seven days of arrival or in the event of loss of goods in transit within 21 days of the date of consignment. Where delivery is taken of goods without being checked they will be deemed to have been accepted unless the carrier's delivery book is signed "Not Examined".

## **11. INSPECTIONS**

11.1 Unless the Customer otherwise requests in writing in its order the Company will only carry out tests and inspection in accordance with the requirements of ISO 9000. Any additional tests or inspection required by the Customer will be at the Customer's expense.

11.2 The Works shall be performed and released in accordance with the relevant requirements of such public or responsible body or bodies in the United Kingdom to whose jurisdiction, control or regulation they may from time to time be or become subject.

## **12. INDUSTRIAL PROPERTY RIGHTS**

12.1 The Customer shall indemnify the Company against any claim alleging infringement of trade marks, trade names, patents, copyrights, registered designs or any other industrial property rights which arise as a result of the Company's compliance with the Customer's specifications, designs or instructions.

12.2 The contract does not grant the Customer or any other third party any licence, express or implied, in respect of any part of the Works for which the Company owns any industrial property right.

12.3 The Company may without liability cancel or suspend any deliveries or manufacture of any of the goods which have become the subject of a claim by a third party alleging infringement of any industrial property right.

## **13. COPYRIGHT**

Copyright in designs by the Company for the Works and copyright and property in all drawings, descriptions, specifications and other documents originally produced by or on or behalf of and supplied by the Company to the Customer shall remain in the Company.

#### **14. WARRANTY**

14.1 The Company warrants that the Works will be of good quality and all workmanship will be carried out in a good and workmanlike manner PROVIDED THAT the Company's liability under this warranty shall be limited to remedying any defects in workmanship and materials which become apparent and are notified in writing to the Company within twelve months from the date of delivery or completion of the Works, and without prejudice to the generality of Clause 7.2 hereof, time shall be the essence of this warranty.

14.2 The Company shall not be liable under this Clause 14 for any defects

- (a) arising out of any material or design stipulated by the Customer or
- (b) appearing under conditions of operation which could not be reasonably expected or from improper use or
- (c) arising out of repairs, alterations, additions or replacement other than by the Company or
- (d) arising out of wear, tear or gradual deterioration.

14.3 All remedial works to be carried out under Clause 14.1 shall be by the Company and at the Company's own expense. In the case of defects in work consisting of the supply of goods, the goods shall be returned to the Company factory carriage paid by the customer.

14.4 In the case of a consumer transaction as defined in the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended) this condition shall not affect the statutory rights of the Customer.

#### **15. EXCLUSION OF LIABILITY**

15.1 SAVE AS EXPRESSLY PROVIDED IN CONDITION 14 ABOVE THE COMPANY SHALL BE UNDER NO LIABILITY (INCLUDING LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE) OF WHATSOEVER KIND HOWSOEVER CAUSED WHETHER OR NOT DUE TO THE NEGLIGENCE OR WILFUL DEFAULT OF THE COMPANY OR ITS SERVANTS OR AGENTS ARISING OUT OF OR IN CONNECTION WITH THE WORKS. ALL CONDITIONS, WARRANTIES OR OTHER TERMS EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED.

15.2 IF PARAGRAPH 15.1 ABOVE IS HELD TO BE WHOLLY OR PARTLY INEFFECTIVE IN RELATION TO ANY CLAIM THE CUSTOMER SHALL NOT BE ENTITLED TO REJECT THE WORKS AND ANY DAMAGES RECOVERED BY THE CUSTOMER SHALL BE LIMITED TO THE PRICE OR, IF LOWER, TO THE REASONABLE COST OF REMEDYING THE BREACH OF DUTY, PROVIDED THAT THE COMPANY SHALL FIRST BE AFFORDED THE OPPORTUNITY TO CARRY OUT SUCH REMEDIAL WORK ITSELF.

15.3 Except where the contract is an international supply contract having the characteristics specified in section 26 of the Unfair Contract Terms Act 1977 ("the Act") nothing contained in this condition shall exclude or restrict:-

- (i) any liability of the Company for death or personal injury (as defined in the Act) resulting from negligence (as defined in the Act);
- (ii) any liability of the Company for breach of the implied undertakings as to title contained in section 12 of the Sale of Goods Act 1979 and in section 7 of the Supply of Goods and Services Act 1982; and
- (iii) where the Customer deals as a consumer within the meaning of the Act, any liability of the Company for breach of its implied undertakings as to conformity of the goods with description or sample or as to their quality or fitness for a particular purpose contained in section 13, 14 and 15 of the Sales of Goods Act 1979 and in sections 8, 9 and 10 of the Supply of Goods and Services Act 1982.

#### **16. FORCE MAJEURE**

16.1 The Company shall not be liable for delay in performance or for non-performance in whole or in part of its obligations under the contract directly or indirectly resulting from causes beyond the control either of the Company or of the Company's suppliers including, but not limited by reference to, acts of God, acts of the Customer or a third party. Hostilities, embargoes, sabotage, civil disturbances, government regulations, strikes, lock-outs or other industrial action, illness, flood, impact, explosion, adverse weather, delay in delivery to the Company or the Company's suppliers or shortage of any services, products or materials

16.2 In any such event the Company may without liability cancel or vary the terms of the contract including, but not limited to, extending the time for performing the contract. If the contract is frustrated or so cancelled the Company shall be entitled to such reasonable remuneration as it may specify.

#### **17. BREACH AND FINANCIAL CONDITIONS**

17.1 If any of the Customer's obligations to the Company under any agreement are not fulfilled or if the Customer's financial condition at any time does not in the Company's unfettered judgement justify continuance of the contract on the terms of payment specified, the Company may, without prejudice to any other rights it may have, forthwith re-possess the goods or by notice in writing cancel any outstanding order or suspend any deliveries or manufacture or performance of any of the works unless the Customer makes such payment for any of the Works ordered as the Company may require.

17.2 If an order is so cancelled or suspended by the Company or if an order is cancelled or suspended by the Customer the Customer shall indemnify the Company on demand against all losses (including loss of profit), costs (including the costs of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and cancellation or suspension thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).

17.3 In addition to any rights of lien to which a seller may by law be entitled the Company shall, while any amount remains due to it from the Customer, be entitled to a general lien for such amount on all property of the Customer in the Company's possession (whether paid for by the Customer or not).

#### **18. HEALTH AND SAFETY AT WORKS ETC. ACT 1974**

18.1 If the Works are articles for use at work within the meaning of the Health and Safety at Work etc. Act 1974 the Customer shall give the Company its written undertaking that the Customer will be responsible for taking all necessary steps to ensure that the Works are safe and without risks to health when properly used including:-

- (i) regularly and properly testing, inspecting and maintaining the Works;
- (ii) disseminating adequate detailed information regarding their safe and proper use to the persons using the Works;
- (iii) properly installing, storing and housing the Works and (iv) ensuring that the Works are adequately manned.

#### **19. INDEMNITY**

The Customer shall comply with all instructions of the Company and all legislation in relation to the installation and the use of the Works and shall not have any claim against the Company whatsoever and will indemnify the Company against any costs, claims, demands expenses or liability which the Company may incur arising out of or in connection with such installation, use, processing, storage or sale.

#### **20. NOTICE**

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified on the invoice or such other address as that party may from time to time notify in writing and shall be deemed to have been served if sent by post to and from an address within the United Kingdom 48 hours, and in any other case, 96 hours, after posting.

#### **21. ASSIGNMENT**

The Customer shall not assign or transfer or purport to assign or transfer the contract or the benefit thereof to any person.

#### **22. SUB-CONTRACTS AND CONTRACTS OF HIRE**

22.1 The Company reserves the right to sub-contract the performance of the contract or any part thereof.

22.2 The Company's Terms and Conditions of Contract Hire and hereby incorporated herein and are to be read in conjunction with the General Terms of Business where plant is hired out to Customers.

#### **23. CUSTOMER'S PROPERTY**

Any property of the Customer received by the Company whether for use or incorporation in the Works or for repair or otherwise will be held by the Company at the Customer's risk as regards loss or damage howsoever arising.

#### **24. COMPANY'S PROPERTY**

Where the Customer hires the Company's goods/equipment or the Company's goods/equipment are left on site, the Customer will be liable for the Company's property from the moment of delivery/collection and will be held responsible for the cost of repairing/replacing the same should it for whatsoever reason become lost or damaged, normal damage due to wear and tear excepted.

#### **25. PROPER LAW AND JURISDICTION**

The contract shall be governed by and construed in accordance with English law and the Courts of England shall have non-exclusive jurisdiction to hear all disputes arising in connection with the contract.

#### **26. HEADINGS**

The headings of these conditions are for convenience only and shall have no effect on the interpretation hereof.

#### **27. CONFIDENTIALITY**

Any information or data given in confidence or any confidential drawings or other general commercial intelligence which may be received by the Customer or any representative of the Customer shall not be divulged to any third party and may be used by the Customer only in connection with the Works supplied hereunder and not in any other connection whatsoever. In the event that the Customer or any such representative so divulges any such data drawings information or intelligence to the detriment of the Company, the Customer shall indemnify the Company in full against all costs, expenses, damage or loss directly or indirectly occasioned thereby.