



1. General

All orders ("Orders") are accepted, goods ("Goods") and Services ("Services") supplied and quotations submitted subject to and upon the following express terms and conditions ("Terms"). No contract shall exist unless on these Terms. These Terms apply to all sales by Northern Installers Ltd ("Company") and shall apply in priority to and notwithstanding any term or condition which the customer shall put forward. No addition thereto or variation therefrom contained or referred to in the customer's order form or otherwise effected shall apply unless specifically agreed in writing and signed by Company. "Customer" refers to the original company or person who purchases Goods or Services directly from Company.

2. Orders

All Orders including any based on a quotation previously submitted by Company are subject to acceptance in writing by Company.

3. Price and Payments

The prices are based upon current costs and if there is any variation in the said costs between the date of the Order or contract and delivery Company shall be entitled to adjust prices to reflect such variation. In the event of any suspension or variation of work arising from Customer's instructions or lack of instructions the prices shall be increased to cover any extra expense incurred by Company.

All prices quoted are strictly net. The prices are exclusive of carriage, insurance and any applicable value added tax or any other sales tax ("VAT"). Customer shall be liable for the costs of any applicable carriage, insurance and VAT which will be charged at the applicable rates and added to the invoice total. All prices and payments shall be in pound sterling. All Orders will be invoiced prior to dispatch. Unless otherwise agreed in writing by Company, all invoices are payable in cleared funds prior to dispatch.

If Customer has a credit account with Company, it shall pay the price owed within 30 days of the date of invoice or as agreed as part of Company's credit terms with Customer. Company reserves the right to demand immediate payment of the customer's credit account.

Time for payment is of the essence. In relation to any payment due hereunder the Customer hereby waives any and all rights of set-off, counter-claim, discount, abatement or otherwise, present or future.

If payment (in cleared funds) is not received within 30 days of the date of invoice, Company shall be entitled to charge interest on all overdue sums at the monthly rate of 4% above the base lending rate of HSBC plc from the due date until full payment is made. Company may withhold further supplies of Goods or Services in the event that amounts payable are overdue. All costs, charges and expenses incurred by Company in recovering any debt shall be paid by Customer. If a payment made by cheque is dishonoured, Customer shall be liable for all reasonable costs incurred as a result.

Customer shall be responsible to Company for ensuring that all details provided by it to Company for the purpose of purchasing Goods and/or Services are correct. If ultimately Company is unable to satisfy itself of the validity or other aspects of an Order, the Order may not be accepted.

4. Delivery

Company will endeavour to deliver the Goods in accordance with the stated delivery address and requested due delivery date specified in each Order and agreed between the parties. Time for delivery shall not be of the essence unless previously agreed in writing by Company. Any times quoted for delivery are to be treated as estimates only and Company shall not be liable for delay in delivery howsoever caused. If Customer fails to take delivery of the Goods Customer shall pay all storage (including insurance costs) and repeat transportation costs resulting from Customer's failure. Company shall not be liable for any non-delivery of Goods. Method of carriage will be at Company's discretion. Goods damaged in transit must be notified to Company within 48 hours of receipt. Customer must keep all packaging, as that may be required in event of a claim. It is Customer's responsibility to provide the correct address, in as much detail as possible, including a complete postcode. If the address or postcode given is incorrect, Customer may be charged for the re-routing costs.

5. Risk and Title

Risk in the Goods shall pass to Customer upon delivery. Title in the Goods shall not pass to Customer until full payment (in cash or cleared funds) is received by Company. Until title passes to Customer, Customer shall hold the Goods as Company's fiduciary agent and bailee and shall keep the Goods separate from those of Customer and

third parties and shall properly store, protect and insure the Goods and keep the Goods readily identifiable as Company's property.

Until such time that title passes to Customer, (and provided the Goods are still in existence) Company may at any time require Customer to deliver up the Goods to Company and, if Customer fails to do so forthwith, Company may enter any premises of Customer or any third party where the Goods are stored and repossess the Goods.

Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods. Customer shall be responsible for complying with all relevant laws, bylaws, regulations, orders, directions, codes of practice or requirements of any statutory public local or other competent authority or court of competent jurisdiction applicable and incidental to the storage, sale, marketing, provision and use of the Goods and/or Services.

6. Returns, Cancellation and Refund

Customer shall inspect the Goods on delivery and in any event within 7 days of the date of delivery. If as a result of inspection Customer is not satisfied that the Goods comply or will comply in all respects with the Order and Customer so informs Company within 5 working days of inspection and testing, Company shall take such steps as are necessary to ensure compliance.

In the event that Goods need to be returned for repair, replacement or refund Customer will contact the sales office of Company and ask for a "Returns Form" (RF) to be issued in respect of the relevant Goods. Subject to the foregoing, following the issue of an RF in respect of the same Customer will arrange delivery of the Goods at its own cost to Company's premises. Returned Goods must be returned with all original components and packaging. Failure to return all original components may result in the return being refused. Customer's carriage costs and charges are not refundable and Customer should use a suitably packed, insured and traceable carriage method. Items should be returned within seven (7) days of authorisation.

Customers ordering by email, telephone, facsimile, online or by post may cancel an Order for Goods, which is unwanted within 7 days of receipt only in accordance with their statutory rights. Collection and/or delivery charges may be made and Customer must retain all Goods complete and take reasonable care of them. Only certain Goods are covered by this right. The Customer's right of cancellation does not extend to Goods whose price is dictated by fluctuations in the financial market (e.g. those Goods bought in other currencies), second-user products, customised products, perishable products, products used in the course of your trade, profession or business or any other products or services which are not included in relevant legislation.

7. Warranty

Company hereby warrants that on delivery as far as reasonably possible:

(i) all Goods supplied to the Customer shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and be reasonably fit for purpose; (ii) the Services will be provided using reasonable care and skill; and (iii) any Goods and/or Services will comply with any legal or other specification agreed for them. Company's sole and exclusive obligation with respect to the warranties given in this Clause 7 shall be, at Company's option, to replace the Goods or use diligent efforts to provide Customer with a correction of the defect, or to refund to Customer the purchase price paid. The warranties in this Clause 7 shall not apply to any Goods and/or Services which have been modified, repaired or altered, except by Company, or which has not been maintained in accordance with any handling or operating instructions supplied by Company, or which has been subjected to unusual physical or electrical stress, misuse, abuse, negligence or accidents.

8. Limitation of Liability and Indemnity

Subject as expressly provided in these Terms and save for the conditions implied by Section 12 of the Sale of Goods Act 1979 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Agreement shall apply so as to restrict liability for death or personal injury resulting from negligence or for fraud or for any misrepresentation fraudulently made or for any other liability the exclusion or limitation of which is not permitted by English law (including liability under section 2(3), Consumer Protection Act 1987 and section 2 of the Supply of Goods and Services Act 1982).

Company shall not be liable to Customer in respect of: a) special, indirect, consequential loss, pure economic loss, costs, charges, expenses or damage; (b) loss of profits; (c) loss of business; (d) loss of revenue; (e) loss of use; (f) loss of contract; (g) loss of corruption of data or information; (h) loss of goodwill and/or similar losses; (i) loss of anticipated savings; (j) loss of goods.



Company's maximum aggregate liability for all claims under or in connection with these Terms and any Orders or contracts made under it whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the total prices payable by Customer for the relevant Order or contract.

Customer agrees to indemnify and hold Company harmless from any liability, loss claim, and expense (including reasonable legal fees) related to any breach by Customer of these Terms.

9. Descriptions/Specifications

The descriptions, specifications, illustrations and material available upon request and any catalogues, price lists, or other trade literature of Company are of a generally informative nature only and do not form part of any Order, contract or description, or amount to any representation or warranty, and none of them form part of or are intended to form part of any contract or give rise to any independent or collateral liability of whatsoever nature on the part of Company.

Nothing in this Agreement shall impose on Company an obligation to manufacture the Goods or supply the Services, prevent or restrict Company from making such changes to the design, specifications, production, packaging or finish thereof as Company decides or prevent or restrict Company from withdrawing or adding to its range of Goods and/or Services.

10. Intellectual Property

"Intellectual Property" means all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same including, without limitation, copyright, database rights, rights in computer software, design rights, patents, trade marks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information. Customer acknowledges that all Intellectual Property in and relating to the Goods and Services are owned by and shall remain the property of Company and/or its licensors.

Any licence granted by Company of its Intellectual Property subsisting in the Goods and Services is non-exclusive, revocable and limited to the extent as is necessary to enable Customer to make reasonable use of the Goods and/or Services. Any such licence shall be subject to such other restrictions as provided in writing by Company.

Nothing in these Terms shall be construed as a representation or warranty by Company that the design, manufacture, use, sale or supply of Goods and/or Services is not an infringement of any valid or subsisting patent or other intellectual property of third parties.

Customer shall indemnify Company against all costs, claims, expenses, damages, charges or liabilities whatsoever in respect of, or arising from any third party intellectual property rights relating to any Goods or Services supplied to the designs or following the instructions of Customer.

11. Confidentiality

"Confidential Information" means any information of a technical or commercial nature relating to the Goods or Services or the business or affairs of Company, whether or not such information is marked or otherwise expressed to be "confidential" or similar, save that any information which is so marked or expressed shall be deemed to be confidential.

Customer agrees to maintain secret and confidential all Confidential Information obtained from Company, to use the same exclusively for the purposes of these Terms or any contract hereunder, and to disclose the same only to those of its employees to whom and to the extent that such disclosure is reasonably necessary for the purpose of these Terms, any contract or as required by law. Customer shall ensure that third party to whom it discloses any Confidential Information under this clause is bound by and complies with obligations as to confidentiality coextensive with those set out in this clause. This clause shall not apply to any Confidential Information which: (i) Customer can demonstrate from its written records was, prior to receipt thereof from Company, in the possession of Customer and at its free disposal; (ii) is disclosed to Customer free from any obligation as to confidentiality by a third party who has not derived it directly or indirectly from Company; or (iii) is or becomes generally and freely available to the public through no act or default of Customer or its agents or employees.

12. Financial Condition and Default

If in Company's judgement, Customer's financial condition is such that it could adversely affect Customer's ability to perform any of its obligations hereunder or if Customer is in default of any of its obligations to Company whether hereunder or under any other contract Company may terminate this contract and/or any other contract

between Company and Customer. Company may also cancel any uncompleted Order or suspend delivery and if it does so Customer shall indemnify Company against all costs, charges, expenses and damages incurred hereto.

13. Miscellaneous

Company may assign any contract made under these Terms or any part of it to any person, firm or company. Customer shall not be entitled to assign any contract made hereunder or any part of it without the prior written consent of Company.

No waiver or concession by Company of any breach of contract by Customer shall be valid unless made in writing and further, no waiver or concession by Company of any breach of the same shall be considered as a waiver of any subsequent breach of the same or any other provision. The headings of clauses shall be disregarded in construing this agreement.

A person who is not a party to these Terms or any contract made hereunder may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

Company shall not be liable for non-performance in whole or in part of its obligations if this is attributable to any cause beyond the control of the company including (without limitation) any act of God, force majeure, war, civil war or disturbance, rebellion, embargo, strike, labour dispute, illness, flood, fire, tempest, sabotage or government regulation or shortage of materials.

If a contract or Order or any part thereof shall become impossible of performance or otherwise frustrated, Company shall be entitled to reasonable remuneration for any work done up to the date of such impossibility or frustration due credit being given for any amounts in respect of the contract or Order paid by the Customer.

If any provision or term of these Terms or any contract made hereunder shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

Any notice to be given hereunder may be served either personally or by pre-paid post, sent to the relevant party at its address set out overleaf or it's registered office, and shall in the case of posting be deemed to have been served forty-eight hours after it is proved to have been put in the post properly addressed.

These Terms, any contract made hereunder and all matters concerning disputes arising out of or in connection with them or its subject matter shall in all respects be governed by and construed in accordance with English Law. The parties hereto agree to submit to the exclusive jurisdiction of the English courts save in respect to enforcement where the jurisdiction shall be non-exclusive.

14. Export Sales

Notwithstanding any other term or condition where Goods are sold for export outside the United Kingdom:

- i) The Uniform Laws on International Sales Act 1967 shall not apply.
- ii) The currency will be Sterling unless otherwise agreed. Prices quoted in acknowledgement of order in a currency other than Sterling may, unless otherwise agreed in writing, be subject to amendment in the event of fluctuation in the exchange rate prior to the date of invoice.
- iii) Unless otherwise agreed in writing the Goods shall be delivered FOB the sea port shipment and Company shall be under no obligation to give Customer notice as specified in section 32(3) of the Sales of Goods Act 1979.
- iv) Full payment of the contract price shall be due and payable by Customer in cleared funds, upon placing an Order, unless otherwise agreed in writing.
- v) The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- vi) Without prejudice to the generality of Clause v), Customer shall be solely responsible for obtaining all import authorisations and the export or re-export of the goods is subject to compliance with the export control law and regulations of England. Customer shall not knowingly directly or indirectly export or re-export the Goods to any country proscribed from time to time pursuant to such regulations.