

Commercial Clarifications

Terms of Payment (unless otherwise agreed)

30% prompt payment with order.

60% prompt payment on notification of readiness to despatch from our works. An invoice will be issued prior to the delivery date so that payment is due the day before delivery. Delivery will not proceed until payment is received. The customer is responsible for storage and transport charges if delivery is delayed due to late or non-payment.

10% prompt payment on substantial completion of 28 days after notification of readiness to despatch from our works, whichever soonest.

Payment for changes or variations to be prompt payment on receipt of instruction/order for the change or variation. An invoice will be raised for the full amount of the change or variation on receipt of instruction accordingly.

Prompt payment is defined as cleared funds in Coveya Ltd bank account with 7 days of invoice date. Coveya Ltd reserves the right to claim statutory interest on late payments in accordance with The Late Payment of Commercial Debts (Interest) Act 1998.

VAT at the standard rate will apply.

Documentation

Coveya Ltd will include the supply of the following documentation as standard:

- Conveyor user O&M manual in PDF format
- On-site risk assessments and method statements (RAMS) where applicable
- Site installation checklist where applicable
- CE conformity certificate
- Coveya Internal Factory Acceptance Test Certificate
- Warranty document in PDF format
- 2D General Arrangement drawing in PDF format where applicable

Warranty

The goods and services detailed in this quotation are based upon Coveya Ltd standard warranty, which is fully detailed in our terms and conditions which follow this clarification statement.

Storage

Upon receipt of final manufacturing particulars and acceptance of arrangements, Coveya Ltd will confirm the delivery lead time relative to the works.

Should the customer be unable to accept the delivery to site on the agreed and confirmed date, the goods will be transported from Coveya manufacturing facility and stored at a remote facility. The customer will be liable to pay for all charges arising from the necessity to place the goods into storage along with weekly storage charges.

Any warranty period will start on the date that the goods should have been delivered as confirmed by Coveya Ltd, not the revised delivery date following storage of the goods. In the case of goods being delivered to the customer which are then placed in storage at the customer's facility before being installed/operated, the warranty period will start on the date that the goods were delivered, not the date of commencement of operation.

Return Visits

Should the Customer be unable to prepare the site as described above to allow mechanical installation or not provide the suitable isolator, interconnecting wiring and connection of power to the system at agreed location (along with available electrical labour on the day); then a return visit will be required. Should this arise Coveya Ltd will advise the Customer of the cost of a return visit, such visit will be arranged following agreement of cost and receipt of instruction from the Customer.

Please note that it is the Customer's responsibility to provide suitable secure storage facilities on site, take responsibility for the materials whilst stored on site and pay all costs arising. Please note that the return visit will only be organised upon receipt of a written instruction accepting costs from the Customer and the date of return visit is dependent upon available resources following confirmation from the Customer that the site is prepared as agreed.

Approval

Following agreement of order and terms we shall issue general arrangement drawings for approval. It is important that you properly check our general arrangement drawings including all other trades interfaces to ensure you are fully satisfied that the conveyor/s as drawn will properly fit and interface. The purchaser is responsible for any rectification works to our conveyor and other services arising as a result of any mistake on the general arrangement drawing (including mistakes by Coveya Ltd when preparing such drawings) or error in interfacing and coordinating the general arrangement drawings with that of other trades. You are required to sign the drawings to signify your approval of same.

Retention

Retention has not been included for and any contract will not be subject to a retention deduction. A warranty certificate may be issued upon request to cover the defects liability period.

Reservation of Title

Reservation of title; the title of the goods shall not pass to the customer until full payment for the goods is received.

VAT at the standard rate will apply.

Liquidated Damages for Delay

Where we accept specifically in writing for Liquidated damages to apply this shall be limited to 0.5% of the sub-contract value per week to a maximum of 5% of the sub-contract value.

Consequential Damages

Coveya Ltd does not accept any claims for consequential costs or losses.

Resale Discount/Main Contractors Discount

All prices in all Coveya quotations are strictly NETT. All discounts have been deducted at source.

Insurance

Coveya Ltd has and maintains a public liability insurance to the value of £10,000,000 (ten million pounds). We do not include for any greater sum without payment by client of additional premium.

Coveya Ltd does not carry Professional Indemnity Insurance as our designs are covered by our Product Liability Insurance. The policy wording confirms that the exclusion for design liability does not apply to liability arising in conjunction with products supplied. Therefore, our designs are covered by our Product Liability Insurance.

Copies of Coveya Ltd standard insurances are available on request; a standard broker's summary letter will be provided as standard.

Installation Notes, Assumptions and Inclusions

Scope of supply regarding approval, testing, transportation, site work and installation:

“Company” Coveya Ltd

“Purchaser” person, firm or company purchasing machinery and services

Included in the price:

- Factory testing in accordance with our standard procedures.
- Loading onto truck at our factory.
- Transportation to the agreed site address.
- Unloading truck at site at or near the installation point.
- Installation including necessary tools.
- Accommodation and travel.
- Installation lifting equipment as/if required.
- Provision of access by scissor lifts (internal type – assumed level and flat concreted or tarmac floor surface of sufficient bearing pressure to accept the loads of the loaded equipment safely and without deformation.
- Provision of our standard installation documentation consisting of RAMS and any other appropriate documents.
- Installation personnel with certified competence level to construction skills certification scheme (CSCS) or passport to safety and construction plant competence scheme (CPCS).
- Functional demonstration of the product providing the clients representative is available at the time of commissioning.

Not included in price, to be provided by the Purchaser:

- Approval of any general arrangement drawing.
- Measuring the building dimensions or other equipment to be interfaced with.
- A suitable mains power supply in accordance with the Company’s requirements and connection of the mains power supply to the conveyor.
- Preparation of ground to requirements, confirming ground is of suitable bearing capacity prior to work starting.
- Any special requirements.

Installation Notes, Assumptions and Inclusions continued

For the purposes of this proposal, we have assumed an unhindered delivery and installation with no special requirements. If however the site conditions or requirements vary from those assumed in the following terms and conditions our Sales and Installation team will be pleased to evaluate and make alternative proposals which may affect the price.

When a start date is agreed installation will proceed during the Company's normal working hours in one continuous visit with continuous working on consecutive days (except weekends, Bank Holidays and shutdown periods). If additional time (or overtime) at site is required or additional site visits are necessary as a result of delay by the Purchaser, or for reasons beyond the Company's control, an additional charge will be made for all costs including travelling and subsistence.

Prices given assume that access is by means of Scissor lifts or Cherry Picker for internal use. Should all terrain access equipment be required due to the finished floor slab not being installed and installation to be from compacted hard-core, then all terrain access equipment will have to be used at additional cost to the quoted installation price. It is the Purchasers responsibility to warrant that the floor surface whether finished or on hard-core is of sufficient capacity to accommodate all loads without deformation, heave, settlement, damage etc.

Purchaser will provide all local permits deemed necessary for the installation.

Contract lifts are not included in this quotation unless specifically stated otherwise.

We have allowed for a maximum of one hour from first arrival at site for any site induction for our installation personnel; additional time required to complete induction may result in additional cost to the Purchaser.

Purchaser shall provide free, safe and uninterrupted access to allow personnel, delivery vehicles, and all necessary lifting equipment and plant to drive onto the site and into a designated installation area (or where applicable, and a price for dismantling is detailed within this quotation, the dismantling area). The Purchaser will be responsible to remove any obstructions to ensure free access before the arrival of the Equipment and installation personnel at site. This access will be free from load restrictions.

By the time of our installers arrive on site the Purchaser shall provide exclusive and uninterrupted use of a clear non-hazardous installation area. We have assumed that the Installation area is indoors with full protection against the elements.

Installation Notes, Assumptions and Inclusions continued

If conveyors are installed on existing building structures, gantries, etc. the Company is not responsible for the suitability or structural integrity of these items. The same will apply if these items are supplied by a third party. The Company has not included for checking the suitability of any such surfaces or any dimensional checking in this respect and assumes that this has already been checked and verified by the Purchaser prior to finalising the installation visit with the Company.

If required the Purchaser will provide all building and civil work including but not limited to foundations, footings, grouting and brickwork. This to include any ground surveys & testing work required to establish suitability of the foundations for the loads imposed by the conveyors or conveyor systems assuming fully loaded.

Our price does not include for any special site or Purchaser requirements such as attending medical examinations including drug and alcohol testing; provision of or training in the use of any PPE not deemed standard by the Company: attending site or elsewhere for any inductions prior to the agreed start date of installation; use of installation personnel with special qualifications or certified competence levels; provision of any special or extra rigger mats or pads due to floor loading restrictions; fixed fencing of work or barriers of the work areas such as Heras type fencing or plastic barriers.

Installation & commissioning is deemed to be complete if the equipment is fit for commercial use notwithstanding minor omissions or defects which do not materially affect such use.

The Purchaser is responsible for providing and applying all protection to existing surfaces, roads, hardstanding's pavements and the like, to the full extent of the route and working areas to facilitate the equipment to be delivered, offloaded, transported to work area and installed and shall be responsible for making good any damage arising. Whilst the Company will take reasonable due care and attention, the Company has not included for providing or applying any such protection.

Exhaust extraction hoses, diesel filters, wheel covers, floor mats and nappies have not been allowed for in the installation price; the Company has assumed that the installation area can be adequately ventilated. Should such items be required including use of electrical access equipment, please advise and we shall update our price if needed.

Coveya Ltd Standard Conditions of Sale of Parts, Components Goods & Services

1.0 In these Conditions the following expressions shall have the meaning set out below:

“Company”	COVEYA LTD (registered in England and Wales with company number 008468296).
“Contract”	the contract between the Company and the Purchaser for the supply and (where agreed in the Contract and included in the quotation and Contract price) the Installation of the Machinery; the terms of which are as set out in the Order Acknowledgement and these Conditions of Sale.
“Conditions”	means the Company’s standard conditions of sale for the supply of Machinery (and where applicable Installation) as set out in this document.
“Installation”	the carrying out of the installation, wiring, testing, and commissioning (as specified in the quotation) in accordance with the Company’s standard procedures, document ETC-1, Health & Safety Policies, standard testing regime of the Company and where specifically detailed in the Company’s quotation and the value for same included in the Contract for the carrying out of other services.
“Order Acknowledgement”	the contract document for the Contract setting out the terms of the Contract and including these Conditions of Sale
“Purchaser”	the person, firm or company purchasing Machinery and, if applicable, Installation under the Contract
“Machinery”	the spare parts, components and/or goods (or any part thereof) which are subject of the Contract and fully described in the Company’s tender, estimate, quotation, or Order Acknowledgement.
“Warranty”	The warranty given to the Purchaser by the Company subject to limitations and exclusions and as defined in clauses 7 and 8

2.0 The Company's tender, estimate or quotation is not binding on the Company and does not constitute an offer and will expire 30 days after its date or as otherwise stated in the main body of the quotation or estimate, whichever is the earliest; and in any event The Company's tender, estimate or quotation may be withdrawn at any time. The Company will not be bound by the Purchaser's order or contract documentation until written acceptance thereof has been given by the Company and these Conditions shall be deemed to be incorporated in the Contract.

2.1 The Contract constitutes the entire agreement between the parties. The Purchaser acknowledges that it has not relied on any prior proposal, document, statement, promise, representation, assurance, or warranty made or given by or on behalf of the Company whether written, verbal or otherwise which is not expressly set out in the Contract, including information given during any tendering process such as (but not limited to) technical data, drawings, software outputs, dimensions, weights, calculations.

2.2 Any quotation given by the Company, including any quotation produced by the DriveWorks software by the Purchaser or by the Company on behalf of the Purchaser, or obtained from Coveya online prior to the date of the Order Acknowledgement shall be superseded by the Order Acknowledgement and shall therefore have no contractual effect.

3.0 No modification or variation to these Conditions shall be effective unless confirmed in writing by the Company. These Conditions shall govern the Contract to the exclusion of any other terms and conditions contained or referred to in any correspondence or order from the Purchaser.

4.0 No modification or variation to this Contract shall be effective and the Company shall have no obligation to carry out any modification or variation to the Contract until confirmed in writing by the Purchaser accepting the price pertaining to the modification or variation and such written confirmation is accepted in writing by the Company.

4.1 Should the Purchaser request (or the Company identify) a modification or variation to the Contract, the Company shall either provide a quotation for carrying out the modification or variation or advise inability to carry out the modification or variation. Such quotation shall be the basis upon which the price referred to in clause 4.0 shall be assessed and agreed.

4.2 Should the Company and Purchaser fail to reach agreement on the price, then the Company shall have no obligation to carry out the modification or variation to the Contract.

5.0 The Purchaser must provide the Company with all the information stipulated in the tender or quotation and any other information requested by the Company. If this information is not provided the Company may at its option, cancel the Contract or claim a suitable extension of the Contract period and charge the Purchaser any additional costs resulting from such extension.

6.0 The Purchaser has no right to cancel but in the event of cancellation by the Purchaser following written agreement by the Company or under Clause 5 hereof, the Purchaser will be liable to the Company for all costs and losses incurred by the Company including (but not limited to) loss of profit, loss of opportunity, and costs in obtaining new work to replace the cancelled Contract. The Company reserves the right to make a minimum cancellation fee.

7.0 The Company undertakes, subject to Sub-Clauses 7.1, 7.2, 7.3, 7.4 and 7.5 of this clause 7 at its discretion either to replace or repair the Machinery or any part or parts thereof which shall be proved to the satisfaction of the Company to be defective by reason of faulty materials or workmanship supplied or performed by the Company, provided such defect is notified to the Company with 12 months from the date of Installation (where applicable) or delivery of the Machinery or within 15 months of the date when the Purchaser was first advised that the Machinery was ready for despatch, whichever is the earlier. If the Company agrees that it is liable to replace or repair the Machinery, then the relevant Machinery shall (as the case may be) be replaced or repaired free of charge. However, the Purchaser shall be responsible for and shall indemnify the Company against all costs and expenses of any nature whatsoever, howsoever arising, in relation to (without limitation) removing the defective part or parts of the Machinery and/or the cost of fitting new parts or any other relevant labour charges. Any defective parts replaced shall become the sole property of the Company.

7.1 The Company's liability under clause 7 and 8 hereof is conditional upon:

- 7.1.1** Written notice of the defect with full details thereof being received by the Company within 7 days of the discovery of the defect. Such notice may be given by email but must be confirmed by letter of the same date.
- 7.1.2** The defective Machinery or part or parts thereof being returned, securely packed, at the risk of the Purchaser and carriage paid by the Purchaser, to the Company or to such person or company as the Company may direct.
- 7.1.3** The defect not being due to normal wear and tear, tampering, carelessness, improper treatment, abuse or any wilful or negligent act or omission, including lack of maintenance, inadequate lubrication, or any failure to comply with any instructions given by the Company or any use of the Machinery with any part or parts which do not comply with the Company's specifications.
- 7.1.4** The Machinery having been operated within the classification for which it was designed.

7.2 Where the Machinery is installed outside the UK, the Machinery or parts replaced under this guarantee will be provided ex-works only.

7.3 In the case of parts not manufactured by the Company, the Purchaser shall only be entitled to the benefit, in so far as it may be passed onto the Purchaser, of any rights the Company may have against the supplier of such parts and the Company's liability in such cases is limited to making the benefit of such rights available to the Purchaser.

7.4 The Purchaser shall, at no charge to the Company procure labour to carry out works under this Warranty or procure labour from the Company and the Company shall be entitled to charge the Purchaser for all of its labour costs at its standard rates from time to time (plus expenses) in carrying out any work of any nature under the guarantee contained in this clause 7. The Company shall at its sole option, be entitled to carry out such work itself or to sub-contract such work to a third party. The Purchaser shall pay any invoice rendered by the Company within 30 days of its date (or other such period as may have been agreed by the Company as detailed in the main body of the quotation under heading of Terms of Payment), time being of the essence.

7.5 The Warranty contained in this clause 7 excludes leakages (e.g. lubricants) which could be rectified by routine maintenance, consumables including (but not limited to): bearings, idlers, all rollers, drums, pulleys, oil, friction linings, belts, scraper blades, tyres, inspection, maintenance and lubrication operations, including the scheduled servicing specified in the user manual specific to each conveyor model, work required to repair any defect arising as a result of the Company following any drawing, design or specification supplied by the Purchaser, work required to repair any damage caused by the failure to carry out routine inspection / maintenance operations, work necessitated by normal equipment use (wear and tear), work required as a result of accidents or vandalism, or the acts of third party, scoring and / or scratching or other associated damage as a result of extreme weather conditions, work required as a result of failure to follow the instructions of the Company on use and operation of the equipment, work required as a result of damage caused by the installation of

parts not authorised by the Company, work required due to chemical, electrochemical or electrical influences, work required to restore any equipment to the original condition in which it was supplied by the Company, work required to other facilities/equipment preventing access to the equipment manufactured by the Company, work normally performed under this Warranty but excluded by one of the conditions of exclusion, defects arising due to repairs not completed successfully by the Purchaser, repair or diagnoses that do not show the defect of the equipment and which are useless given the failure highlighted. adjustments, tightening, balancing or calibration are excluded unless made necessary as a result of a defect recognised under the guarantee or made necessary to resolve defects on components not subject to routine inspection and maintenance.

8.0 The Purchaser's remedies in respect of any claim under the Warranty contained in Clause 7 hereof or any condition or warranty implied by law or any other claim in respect of the Machinery and/or Installation, any part or parts thereof or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in all cases be limited to repair or replacement as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the Warranty period stated in Clause 7; the Company shall not in any circumstances whatsoever howsoever arising be liable for any

damages, compensation, costs, expenses, losses or other liabilities of any nature, whether direct or consequential including, without limitation, factory/production downtime, any loss of profits, loss of goodwill, increased overheads or other financial loss of any nature suffered or incurred by the Purchaser, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or order or in respect of any delivery or instalment of an order or any part thereof shall not entitle the Purchaser to cancel or refuse delivery of or payment for any other order, delivery or instalment. The Company will require a reasonable period to carry out any repairs or replacements.

9.0 The Purchaser shall insure in the joint names of the Purchaser and the Company the whole and every part of the Contract and the Company's equipment including hired plant from the date of dispatch from the Company's works to completion at full replacement value against all loss or damage from any cause whatsoever.

10.0 The Purchaser shall indemnify the Company against all losses, liabilities, claims, costs and/or expenses arising from damage or injury to persons or property and/or breach of contract, which may arise out of or in conjunction with the execution of the Contract, provided that this indemnity shall not apply to liabilities arising from negligence of the Company or its servants or agents.

10.1 The Purchaser shall indemnify the Company against all losses, damage, injury, costs, and expenses of whatever nature suffered by the Company arising out of claims under the Consumer Protection Act 1987 and against all losses, damage, injury, costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or related to: -

- 10.1.1** designs, drawings or specifications given to the Company by the Purchaser in respect of Machinery produced by the Company for the Purchaser, or
- 10.1.2** defective materials or products supplied by the Purchaser to the Company and incorporated by the Company in Machinery produced by the Company for the Purchaser, or
- 10.1.3** the improper incorporation, assembling, use, processing, storage or handling of Machinery by the Purchaser.

11.0 Delivery shall, unless otherwise stated, be made "ex-works" unpacked.

12.0 Times or dates for delivery of the Machinery or performance (including where applicable, Installation) are estimates only and, unless otherwise expressly stated, time is not of the essence. The Company will use its reasonable endeavours to deliver or perform by the time or date quoted, but will not be liable for any costs, damages or losses claimed to have arisen from any delay in delivery or performance. No delay shall entitle the Purchaser to cancel or repudiate the Contract.

12.1 In the case that the agreed delivery term is "ex-works" and the Purchaser fails to arrange collection within 14 days of the Company notifying the Purchaser that the Machinery is ready for collection, or in all other cases the Purchaser is unable to take delivery on the date notified by the Company then, except where such failure or delay is caused by a force majeure event or the Company's failure to comply with its obligations under the Contract:

THE CONVEYOR PEOPLE

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12.1.1 the Company shall store the Machinery until collection by the Purchaser takes place (in the case of ex-works) or (where ex-works does not apply) until the Purchaser is ready to receive delivery of the Machinery and charge the Purchaser for all related costs and expenses (including insurance). In addition, interest shall be incurred by the Purchaser at the rate of 0.5% of the Price for each week of delay or pro rata for any part thereof to cover finance charges incurred as a result of the delay, unless a higher rate is incurred by the Company, in which case the higher rate shall apply; and

12.1.2 All risks and costs relating to the storage and care of the Machinery during the period of delay shall pass to the Purchaser.

12.2 The Company may deliver the Machinery by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Purchaser to cancel any other instalment.

12.3 The Purchaser is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Machinery as are required from time to time and, if required by the Company, the Purchaser shall make those licences and consents available to the Company prior to the relevant shipment.

12.4 Delivery of the Machinery shall be made in accordance with the Incoterms as detailed in the Order Acknowledgement.

12.5 The Machinery shall be packaged in accordance with the Company's standard procedures as required for normal transport conditions, unless otherwise agreed between the parties in writing.

13.0 In the event of any delay in completion of the Machinery or Installation or any part thereof by reason of force majeure including but not limited to: strikes, lockouts, working to rule or trade dispute whether official or not relating to any of the employees of the Company or the employees of any other person or company or firm which is a direct or indirect cause of the delay (whether whole or in part) in completion, instructions by Government, fire, flood, storm, tempest, or other acts of God, explosion or destruction of the premises of the Company, war (whether declared or not), blockade, revolution, insurrection, riot, mobilisation, civil commotion, sabotage, power failure, lack of supplies of materials, non-delivery or late delivery by the Company's suppliers, epidemics, or for any other reason beyond the Company's reasonable control, the Company shall not be liable in any way for losses, costs or damages howsoever arising. The Contract completion date shall be extended by the number of days lost directly or indirectly by reason of such force majeure event plus, where applicable, a period for the Company to re-arrange delivery and/or labour.

14.0 The Company shall under no circumstances whatsoever be liable to the Purchaser for any and all liabilities, costs, damages and/or losses whether direct or indirect arising from: delay in despatch, Installation, completion, failure of the Machinery or Installation to meet specification or performance, defects in manufacture, acts or omissions by the Company, breach of contract by the Company, or any other matter howsoever arising whether in Law, Contract, Tort, Equity, breach of statutory duty, or howsoever arising; and all such liabilities, costs and/or losses are hereby expressly excluded.

15.0 Unless specifically guaranteed in writing and signed on behalf of the Company any description, specification, drawing, or particulars of dimensions and weights accompanying the tender or quotation, or contained in any drawings, catalogues, or other documents shall be deemed to be approximate and shall not form part of the Contract.

16.0 Technical and commercial information and documents, software, designs and know-how, specifications, inventions, processes, and initiatives provided by the Company in connection with the Contract shall be classified as Confidential Information and the Purchaser shall not divulge any details therefrom to any other person, firm, or company without the approval of the Company. The Purchaser undertakes only to use any Confidential Information to the extent reasonably necessary for the purpose of the Contract and not to use any Confidential Information for any other purpose except with the prior written consent of the Company; to keep any Confidential Information confidential and not copy or disclose it to any person or party except as permitted under the Contract, save that the Purchaser may disclose Confidential Information where required by law, court order or any government or regulatory body. Not to disclose any Confidential Information to any third party (other than as permitted under the Contract) except as required for the purpose of the Contract and with the prior written consent of the Company.

16.1 The Purchaser shall indemnify the Company from and against all claims, liability, losses, costs, amounts, damages and expenses of any nature or kind including reasonable legal fees, suffered, or incurred as a consequence of the Purchaser's breach of this clause 16.

16.2 All Confidential Information and designs, drawings, specifications and data supplied by The Company to the Purchaser, even if provided for the purpose of producing and supplying the Machinery, shall, at all times, be and remain the exclusive intellectual property of the Company, but shall be held by the Purchaser in safe custody at its own risk by the Purchaser, and shall not be used other than in accordance with the Company's written instructions or authorisation.

17.0 The Company does not accept responsibility for civil works or foundations or for compliance with statutory regulations or local by-laws or for the fulfilment of any special requirements binding upon the Purchaser. When the Machinery is supplied for use in conjunction with equipment and/or structures which are not supplied by the Company, the Purchaser shall be solely responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose and are properly installed. The Company shall not be liable for any adaption of the Company's designs or manufactures made by someone other than the Company to suit the Purchaser's own circumstances.

18.0 Prices to be invoiced shall be those agreed in the Contract subject to escalation unless otherwise stated in writing. Such escalation will be calculated by the Company in accordance with Retail Price Index using: Percentage Rate = $((\text{RPI value at assessment date} - \text{RPI value at Contract date}) \div \text{RPI value at Contract date} \times 100)$, the resultant percentage being added to the Contract price or shall be subject to price change in accordance with clause 18.5 and calculated by the Company issuing a revised price for the Machinery and/or Installation, whichever is the greater.

18.1 The Company shall invoice the Purchaser for the Machinery in accordance with the agreed payment terms on the Order Acknowledgement.

18.2 The price of the Contract is exclusive of amounts in respect of value added tax ("VAT") or turnover tax, stamp duty, bank charges or similar taxes and duties payable in the country to which the Machinery (and Installation as applicable) are to be delivered. The Purchaser shall, on receipt of a valid invoice from the Company, pay to the Company such additional amounts as are chargeable in accordance with the Contract.

18.3 The Purchaser shall pay the invoice in full and in cleared in accordance with the payment terms detailed in the Order Acknowledgement. The Purchaser shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Purchaser against any amount payable by the Company to the Purchaser. Payment shall be made to the bank account nominated in writing by the Company. Time of payment is of the essence.

18.4 Interest at a rate equivalent to 8 per cent per annum above the Base Rate of Bank of England current during that period will be charged on all overdue accounts. Such interest shall accrue on a daily basis from the date upon which payment of the relevant amount due to the Company became due in accordance with the terms of the Contract until the date upon which payment is received by the Company (such interest to run before as well as after any judgment).

18.5 The Company may, by giving notice to the Purchaser at any time up to 3 days before delivery or where applicable Installation, increase the price of the Machinery and/or Installation to reflect any increase in cost that is due to:

18.5.1 Any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes, duties and tariffs, and increases in labour, materials and other manufacturing costs);

18.5.2 Any request by the Purchaser to change the delivery date(s), quantities or types of Machinery ordered, or any changes to the specification, Installation, scope of work(s), or working conditions.

18.5.3 Any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate or accurate information or instructions.

19.0 The Company may specify to the Purchaser in the Order Acknowledgement that a letter of credit is required. The letter of credit shall be irrevocable and transferable, it shall allow partial shipment and that the Machinery may be loaded on deck. The Uniform Customs and Practice for Documentary Credits (UCP) 2007 Revision ICC Publication No 600 are applicable to the letter of credit. The Purchaser shall be responsible for arranging such Letter of Credit and for payment of all costs arising.

19.1 The letter of credit shall be established in a form and from a bank acceptable to the Company not later than 14 days from the date on which the Contract comes into force and it shall remain valid for a period of at least 30 days after the last shipment date.

19.2 The letter of credit shall be confirmed by a first class UK bank acceptable to the Company and it shall be payable as specified in the Order Acknowledgement.

19.3 Regardless of any other clause in these Conditions of Sale, if the Company is unable to ship the Machinery due to a Force Majeure Event, the letter of credit shall be payable against a forwarding agent's receipt, or, should the Purchaser fail to name the forwarding agent, against the ex-works readiness certificate produced by the Company.

19.4 The Purchaser shall pay all expenses including but not limited to those arising from the opening, confirming, and extending of the letter of credit.

19.5 If final shipment has not been made before the expiry date of the covering Letter of Credit, the Purchaser will obtain extensions to the validity of the said Letter of Credit in periods of three months. All costs to obtain such extensions shall be the responsibility of the Purchaser and shall not be passed to the Company howsoever arising.

20.0 The Contract price will be payable by the Purchaser in accordance with the Contract terms notwithstanding any delay in despatch or performance under the Contract. The Company may suspend performance of any contractual obligation to the Purchaser so long as any account of the Purchaser with the Company is overdue, and all extra costs thereby incurred by the Company shall be reimbursed by the Purchaser. Should the Company suspend performance in accordance with this clause then the suspension shall continue until such time as the payment has been paid by the Purchaser and continuance of the Contract is subject to resources available at the time of payment and the Company is under no obligation to restart immediately upon receipt of payment. The Company will advise the overall delay to the Contract due to the Purchaser's late payment and the contractual completion to be adjusted accordingly. The Purchaser is responsible for all costs and losses howsoever arising as a result of the Purchaser's late payment.

21.0 Title in the Machinery shall not pass to the Purchaser until payment has been made to the Company of all monies owed by the Purchaser to the Company and until such payment the Purchaser will hold the Machinery as bailee for the Company. In the event that applicable laws do not permit the Company to retain title to the Machinery, the Company shall be entitled to a security interest or charge on the property. The Purchaser shall give the Company every assistance in securing an interest in the Machinery, including without limitation, executing any documents as may be required, and taking any measures available to protect the Company's title or such other rights.

21.1 Where the Contract is for parts and/or components only, until title to the Machinery has passed to the Purchaser, the Purchaser:

21.1.1 Shall store the Machinery separately and clearly marked as the Company's property from all other goods held by the Purchaser so that they remain readily identifiable as the Company's property

21.1.2 Shall not remove, deface or obscure any identifying mark or packaging on or relating to the Machinery

21.1.3 Shall maintain the Machinery in satisfactory condition and keep them insured against all risks for their full price and if requested produce a copy of the policy documents to the Company

21.1.4 Shall notify the Company immediately in case of any seizure or other intervention by a third party with regard to Machinery still under the ownership of the Company

21.1.5 Shall notify the Company immediately if it becomes subject to any of the events listed in clause 22.0; and

21.1.6 Shall give the Company such information relating to the Machinery as the Company may require from time to time.

21.2 Subject to clause 21.4, the Purchaser may resell or use the Machinery in the ordinary course of its business (but not otherwise) before the Company receives payment for the Machinery. However, if the Purchaser resells the Machinery before that time:

21.3 it does so as principal and not as the Company's agent; and

21.4 If before title to the Machinery passes to the Purchaser the Purchaser becomes subject to any of the events listed in clause 22.0, then, without limiting any other right or remedy the Company may have:

21.5.1 the Purchaser's right to resell Machinery or use them in the ordinary course of its business ceases immediately; and

21.5.2 the Company may at any time:

(a) require the Purchaser to deliver up all Machinery and

(b) if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Machinery are stored in order to recover them (and the Purchaser hereby expressly authorises the Company to take such action);

21.5.3 the Purchaser shall be liable for any damages, costs, and losses arising from the return of Machinery or from any damages, costs, and losses arising from the Company's actions as permitted under this clause 21.

21.5.4 the Purchaser shall be liable for any damages, costs, and losses arising from the failure by the Purchaser to deliver up all the Machinery or the inability of the Company to recover them.

21.5 The exercise of the Company of its right under this retention of title clause shall not constitute a termination of the Contract.

21.6 Unless otherwise agreed to the contrary in writing elsewhere in the Contract the risk in the Machinery will pass to the Purchaser on ex-works as defined by International Commercial Terms 2020 as published by the International Chamber of Commerce.

22.0 In the case of default in payment by the Purchaser after despatch of the Machinery and before the Machinery has become the Purchaser's property or if, before the property in the Machinery has passed to the Purchaser, the Purchaser commits an act of bankruptcy or, being a company goes into liquidation or a Receiver is appointed, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction the Company may give notice to the Purchaser terminating the Contract or the Purchaser's right to possession with immediate

effect, as the case may be, whereupon the Purchaser shall, if the Machinery has been despatched, be bound at the Purchaser's own expense to re-deliver the Machinery to the Company. In such cases the Company may (with or without previous notice) repossess the Machinery and the Company or the Company's duly authorised Agents are in such circumstances irrevocably authorised by the Purchaser to enter the premises in which the Machinery is located and to dismantle and remove the same at the Purchaser's expense.

22.1 Without limiting its other legal rights or remedies, the Company may suspend provision of the Machinery under the Contract or any other contract between the Purchaser and the Company if the Purchaser becomes subject to any of the events listed in clause 22.0, or the Company reasonably believes that the Purchaser is about to become subject to any of them, or if the Purchaser fails to pay any amount due under this Contract on the due date for payment.

22.2 On termination of the Contract for any reason the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and accrued interest. The Company shall then have a four-week period by which to identify debts due and raise all necessary invoices for Machinery and where applicable Installation and the Purchaser shall immediately pay to the Company all invoices issued within such period.

22.3 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

22.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

23.0 If any inspection or testing is required prior to despatch other than the Company's standard works inspection or tests, or if inspection or testing is required in the presence of the Purchaser's representative, the Company will carry out such inspection or testing or provide the facilities for the same, but the requirements of such inspections or tests shall be notified at the time of placing the order and shall be paid for by the Purchaser as an addition to the quoted price.

23.1 Where the Purchaser requires the Machinery to be inspected or tested in the presence of its representative, the Company will notify the Purchaser that the Machinery is ready for inspection and testing giving a minimum of 24 hours' notice and the Purchaser's representative shall attend for such inspection and testing on the date notified at the start of the working day or other such time as advised by the Company otherwise the Company will carry out the inspection and testing and such inspection or testing shall be deemed to have been made in the presence of the Purchaser's representative. Repeat tests and inspections shall not be carried out unless paid for by the Purchaser as an addition to the Contract price and the Company shall not be responsible or liable for any delays due to the requirement to repeat any tests or inspections.

24.0 If despatch of the Machinery is delayed due to any failure or default of the Purchaser or the Purchaser requests deferred delivery the Company shall be entitled to arrange for storage of the Machinery on the Purchaser's behalf and all charges for stand down of installation engineers, abortive works, storage, transport, loading and unloading, insurance and demurrage will be payable by the Purchaser on a prompt payment basis.

25.0 The Purchaser shall be responsible for procurement in good time of an adequate import license and shall be responsible for any fees or charges that may be levied by the issuing authority.

26.0 Where Installation is agreed in the Contract the Purchaser shall be responsible for ensuring clear access for delivery vehicles and for providing and installing any protection measures to floor slabs, roadways or pavements to facilitate delivery vehicles to pass over to gain access to the site.

27.0 Where Installation is agreed in the Contract the charge for the Installation will be made on a daily rate basis or as detailed in the quotation or tender document. The quoted rates will be valid for the same period as the Machinery quotation or tender and thereafter will be subject to escalation in accordance with clause 18.

27.1 Where the Purchaser's main place of business is overseas the Company will estimate a total charge for the services of the Installation and Commissioning Engineers and the Purchaser will establish a covering Confirmed and Irrevocable Letter of Credit drawn on an approved UK bank to permit payments against monthly invoices.

28.0 Where Installation is agreed in the Contract the Purchaser shall be responsible for providing suitable access to and unhindered possession of the site, a clear working area providing a flat and level surface of sufficient bearing capacity for lay-out, and Installation purposes and a suitable local power supply adjacent to any point of work both for the operation of the equipment and for portable electric tools and unless stated elsewhere in any tender, quotation or estimate, all necessary weights, slings, access equipment and measuring instruments. The Purchaser shall be responsible for ensuring that where a mobile crane is required for delivery or Installation purposes, it will have free and clear access to site and will be able to operate and unload directly under the erection point. The Company's decision on suitability of access and possession is absolute and binding on the Purchaser who shall be liable and responsible for payment for any sums arising to facilitate the carrying out of the Contract works including, but not limited to, return visits to site by the Company, additional access or plant equipment, additional labour and modifications to the site to align with the requirements of this clause.

28.1 The Purchaser will be responsible for all building and civil work including, but not limited to, temporary works, foundations, brick work, cutting away, forming holes, fire stopping, grouting, casting in bolts and fixings, and making good.

28.2 Unless otherwise stated, the price quoted for Installation is based on the understanding that the work will be carried out continuously and during the Company's normal working hours. Any extra costs incurred by the Company due to suspension of work by Purchaser's instructions or lack of instructions, interruptions, delays, overtime, or any other cause for which the Company is not responsible, shall be added to the Contract price and the Purchaser shall pay such extra costs.

28.3 The Company shall be entitled to employ members of any of the signatory Trade Unions to the Mechanical Construction Engineering Agreement on any site work.

28.4 When Installation has been completed, the Purchaser will be notified accordingly and will be asked to provide a witness to attend the commissioning of the Machinery and to sign the engineer's certificate. If the Purchaser does not provide such a witness the Machinery will nevertheless be commissioned and if found satisfactory by the Company will be deemed to have been handed over and a certificate to that effect will be issued and will be deemed to have been given to the Purchaser. Installation is deemed to be complete if the Machinery is fit for commercial use notwithstanding minor omissions or defects which do not materially affect such use.

28.5 If the Company is only responsible for supervision of the Installation, the Purchaser shall supply suitable labour plant, access, and tackle to carry out Installation of the Machinery.

28.6 Any building in which the Machinery is to be erected shall be sufficiently completed to give protection from the elements to both Machinery and personnel from the time of arrival on site.

28.7 Where the Purchaser requires special safety precautions when contractors are working on site i.e. provision of temporary traffic control system, flagmen, warning lamps etc., such requirements shall be provided free of charge by the Purchaser.

28.8 If Installation is prevented, delayed, impeded, or otherwise rendered more expensive by any act or omission of the Purchaser including failure to advise the Company of special local conditions, the Purchaser shall pay such extra charges as the Company shall reasonably require. Any alteration by the Purchaser in design, quantities or specifications may also involve adjustment to the price. Such work shall be carried out only against written instructions agreeing the financial and time aspects arising given to the Company by the Purchaser.

28.9 Where the Company provides any labour on the Purchaser's site, the Purchaser shall indemnify the Company against the consequences of any defect or suitability of any tackle or apparatus provided by the Purchaser and against all liabilities for damages, costs and expenses arising out of the death of or personal injury to any persons or damage to any property howsoever caused provided that this indemnity shall not apply to liabilities arising from the negligence of the Company or its servants or agents.

29.0 Law and Notices

29.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

29.2 All notices and communications of any nature whatsoever given by the Purchaser to the Company under or in relation to the Contract shall be in English and sent by first class post (or first-class airmail if appropriate) or e-mail. Any such notices or communications shall only be effective if actually received by the Company.

30.0 The Purchaser grants the Company the right and license to make and issue at any time any announcement or publicity statement relating to the Purchaser, Company, this Contract, the Machinery, and Installation carried out by the Company under this Contract, or the subject matter of this Contract without requiring prior written approval of the Purchaser. Such rights and license are given by the Purchaser free of any charges, lien or editorial rights.

31.0 For the purposes of section 55A VAT Act 1994 reverse charge for building and construction services the Company will assume that the Purchaser is an end user or intermediary supplier unless the Purchaser confirms in writing that the Purchaser is not an end user or intermediary supplier.