

Terms and Conditions of Sale

1. Definitions

1.1. 'Company', 'we' or 'us' or 'our' means Warrens Limited t/a Ace Handling, Company Number 04150295.

1.2. 'Purchaser' or 'you" or 'your' means the company, firm or individual who has bought, or agreed to buy the Equipment.

1.3. 'Quotation' means the quotation addressed to the Purchaser by the Company.

1.4. The expression 'export contract' means a contract for the sale of Equipment where the Equipment is consigned outside the United Kingdom.

1.5. 'Equipment' means any item of equipment, plant, goods or services of whatsoever nature provided by the Company to the Purchaser.

1.6. 'Contract' means a contract between the Company and the Purchaser for the supply of Equipment in accordance with these Terms and Conditions.

1.7. The expression 'liability whatsoever' shall include, without prejudice to the generality of the expression, liability in tort and in contract, including liability for consequential loss (including loss of revenue or profit) or damage of any kind howsoever caused or arising.

2. General

2.1. A Quotation does not constitute an offer to supply and is only valid for a period of 20 days from its date of issue.

2.2. The request by the Purchaser to proceed with the purchase of Equipment (either orally or in writing) and/or the payment of a non-refundable deposit to the Company for Equipment, will constitute an offer in accordance with these Terms and Conditions (Order).

2.3. The Order shall only be deemed to be accepted when the Company in its discretion actions the Purchaser's request, at which point the Contract shall come into existence.

2.4. The Company may at its discretion deliver and supply to the Purchaser an interim hire machine to be used by the Purchaser. The Company reserves its rights to make a hire charge in the sum of £200.00 + VAT per week for the same and transport charges in the sum of £500.00 + VAT if the Contract is not performed. The Purchaser agrees to immediately pay such hire charges without deduction or set off.

2.5. The Contract shall be deemed to be subject to these Terms and Conditions to the exclusion of any other provisions contained in any other document issued by the Purchaser.

2.6. The Purchaser agrees the Company may change or vary these Terms and Conditions at any time and without notice to the Purchaser.

2.7. The Purchaser agrees that, if there are multiple Purchasers then each Purchaser shall be jointly and severally liable to the Company.

2.8. Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists and other published matter, are approximate only and none of these form part of any contract or give rise to any independent or collateral liability upon the part of the Company being intended merely to present a general idea of the Equipment as described therein.

2.9. None of the above-mentioned documents whether issued before or after the formation of a contract, shall be copied, reproduced or communicated to persons unconnected with the purchase of the Equipment without the Company's consent in writing.

2.10. The hour meter readings and year of manufacture of the Equipment may differ from actual hours performed and year of manufacture quoted and must not be relied on as being accurate. The Company accepts no liability for any discrepancy in hour meter readings and actual hours performed or in any discrepancy in the year of manufacture quoted and the actual year of manufacture.

2.11. Any deviations in the Equipment delivered from the particulars of the Equipment stated in the Contract will not be a ground for rejecting the Equipment and treating the contract as repudiated.

3. Price

3.1. Unless otherwise stated the price for the Equipment in respect of contracts for delivery within the United Kingdom and Overseas is Ex Works excluding freight, insurance, carriage and packing charges, specialist



equipment, VAT and all applicable taxes and duties the cost of which shall be determined as at the date of the Company's invoice and shall be payable by the Purchaser.

3.2. The cost of any special packaging shall be determined at the date of invoice and shall be payable by the Purchaser.

3.3. The Purchaser shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Purchaser shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Purchaser against any amount payable by the Company to the Purchaser.

3.4. The Company shall be entitled to adjust the price of the Equipment whether before or after acceptance of the Equipment in the event of any increase howsoever arising in the cost to the Company of supplying the Equipment.

4. Payment

4.1. The Purchaser shall, except where other payment arrangements are specifically agreed in writing, make full payment in pounds sterling for the Equipment on receipt of the Company's invoice.

4.2. Without limiting any other right or remedy of the Company, if the Purchaser fails to make any payment due to the Company under the Contract by the due date for payment (Due Date), the Company shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Barclays Bank base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

4.3. Time for payment shall be of the essence of the Contract.

4.4. Any failure to pay the price or any part thereof by the Purchaser when due will entitle the Company to refuse to make delivery of the Equipment without incurring any liability whatsoever to the Purchaser for any delay.

4.5. In addition to any lien to which the Company may otherwise be entitled, the Company shall, in the event of the Purchaser being insolvent or failing to pay the purchase price due under this or any other contract with the Company (including any contract treated as a separate contract) be entitled to a general lien on all Equipment of the Purchaser in the Company's possession for the unpaid price of the Equipment sold and delivered to the Purchaser by the Company under this or any other contract.

5. Transfer of Property

5.1. All the property in the Equipment shall, notwithstanding delivery of the Equipment to the Purchaser, remain in the Company until the Purchaser has made full payment in cleared funds for the Equipment.

5.2. So long as the property in the Equipment remains in the Company the Purchaser shall keep the Equipment free from any lien or from any charge or similar encumbrance.

5.3. So long as the property in the Equipment remains in the Company and full payment for the Equipment shall not have been made, whether or not payment shall have become due the Company shall (unless restricted from doing so by the Insolvency Act 1976 or some other rule of law), have the right to retake possession of the Equipment and for that purpose, with or without notice to the Purchaser, to enter any premises occupied by the Purchaser in which the Equipment may be. Such retaking of possession shall not relieve the Purchaser from its obligation to purchase the Equipment by paying the full price thereof and shall not prejudice any rights of the Company including any right it may have to accept a repudiation by the Purchaser of the contract relating to the Equipment.

5.4. Unless prevented by any rule of law from so doing the Company may apply any payment received from the Purchaser in or towards the satisfaction of any sum due in respect of the Equipment or any item of the Equipment whether or not the Purchaser required the payment to be applied in or towards the satisfaction of some other sums due to the Company.

5.5. The Company may maintain an action for the price of the Equipment sold notwithstanding the property to them may not have passed to the Purchaser.

5.6. So long as the property in the Equipment remains in the Company the Purchaser shall notify the Company of any circumstances that might give rise to the taking (whether lawful or otherwise) of the Equipment by another person or the actual or attempted taking thereof.



6. Risk and Insurance

6.1. The Equipment shall be at the Purchaser's risk from the occurrence at the earliest point of time, of any of the following events:

6.1.1. the physical delivery of the Equipment to the Purchaser at the Company's place of business; or

6.1.2. the physical delivery of the Equipment to the Purchaser's carrier or to an independent carrier for the purpose of transmission to the Purchaser or his nominee; or

6.1.3. the physical delivery of the Equipment to the Purchaser's place of business by the Company.

6.2. Notwithstanding the risk in the Equipment has passed to the Purchaser, the Company may effect insurance of the Equipment in its own name and in their full value, or such value as the Company may decide, against, all usual risks and the costs of such insurance shall be determined as at the date of and included in the invoice. All insurance monies received shall be applied towards replacement or repair of the Equipment.

7. Delivery

7.1. Delivery and the Purchaser's acceptance of the Equipment shall be deemed to have taken place at the earliest point in time at which any of the events specified in Condition 6.1 above takes place.

7.2. Signature of any delivery note by any agent, employee or representative of the Purchaser or by any independent carrier, or actual delivery of the Equipment to the Purchaser's place of business, shall be proof of the delivery and the Purchaser's acceptance of the Equipment.

7.3. Without prejudice to any rights of the Company hereunder, if the Purchaser shall fail to give on or before the agreed date of delivery all instructions reasonably required by the Company or fail to provide all necessary documents, licences, consents and authorities (which the Purchaser is obliged under these terms and conditions or by law to obtain) for forwarding the Equipment or shall otherwise cause or request delay in delivery, the Purchaser shall pay to the Company all storage costs incurred at a charge of £15.00 per day + VAT arising from such delay.

7.4. Unless otherwise stated in writing the Company shall be entitled to make partial deliveries or deliveries by instalments and to determine the route and manner of delivery of the Equipment and shall for the purposes of Section 32(2) or the Sale of Equipment Act 1979 be deemed to have the Purchaser's authority to make such contract with any carrier as to the Company may seem reasonable. If the route involves sea transit the Company shall not be obliged to give the Purchaser the notice specified in Section 32(3) of the Sale of Equipment Act 1979.

7.5. If the Company is prevented from making delivery of the Equipment or any part thereof on the agreed date of delivery or from installing the Equipment or any part thereof on the agreed date by any cause whatsoever outside its control, it shall be under no liability whatsoever to the Purchaser and shall be entitled at its option either to cancel the Contract or to extend the time or times for delivery.

7.6. Where delivery of the Equipment is made in instalments, each instalment shall be construed as constituting a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply.

7.7. Time shall not be of the essence for delivery.

8. Warranty

8.1. The Purchaser is referred to the Company's "Warranty Terms and Conditions", which are available access on the Company's website, which apply to any warranties offered or provided under the Contract.

9. Exclusion of Liability

9.1. The Purchaser agrees that it is relying on its own skill and judgement in relation to the Equipment supplied under this contract.

9.2. The Company accepts no liability whatsoever for any knowledge it or its servants or agents may possess as to the purpose for which the Equipment is supplied.

9.3. The Company's liability for death or personal injury to the Purchaser resulting from the Company's negligence under any contract which does not fall within the provisions of Section 26 of the Unfair Contract Terms Act 1977 the Company shall be under no liability whatsoever to the Purchaser for:

9.3.1. any defect in, failure of, or unsuitability for any purpose of the Equipment or any part thereof whether the same be due to any act, omission, negligence or wilful default of the Company or its servants or agents, or to faulty design, workmanship or materials or to any other cause whatsoever, and all conditions, warranties or other



terms, whether expressed or implied, statutory or otherwise, inconsistent with the provisions of this Condition, are hereby expressly excluded; or

9.3.2. any deviations in the Equipment from the particulars of the Equipment stated in the Contract.

9.4. Any statement, recommendation or advice given by the Company or the Company's servants or agents to the Purchaser or its servants or agents as to any matter relating to the Equipment, are given without responsibility and shall not give rise to any liability whatsoever on the part of the Company.

9.5. The Purchaser hereby represents and warrants to the Company that no representation has been made to it by or on behalf of the Company that has in any way induced the Purchaser to enter into the Contract.

9.6. Should these Conditions apply to a consumer transaction the Purchaser's statutory rights shall not be affected by this Condition 9.

9.7. The Purchaser undertakes that it will comply and will procure that its employees and every other person working with, on or near, or using any Equipment supplied by the Company comply in full with the instructions and recommendations made in the relevant operating instructions handbooks or manuals which are provided by the manufacturers with such Equipment and/or that they will comply with all other instructions, whether written or verbal, given by the Company or the manufacturer in connection with the use or operation of the Equipment.

10. Indemnity

10.1. The Purchaser shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without prejudice to the generality of the foregoing, claims for death, personal injury, damage to property and consequential loss (including loss of profit or loss of use or goodwill), which may be made against the Company by any third party or which the revenue of the Company may sustain, pay or incur in relation to any third party claim or demand arising out of or in connection with the manufacture, installation, sale or use of the Equipment, or of other Equipment of which the Equipment are a component part, and which is caused in whole or in part by any act or omission of the Purchaser.

11. Export Contracts

11.1. In the case of export contracts all import duties, charges and assessments shall be paid by the Purchaser and the obtaining of any necessary export and import licences in respect of the Equipment shall be the sole responsibility of the Purchaser and the Company shall be under no liability whatsoever to the Purchaser in respect of Equipment exported without the necessary export and import licences.

12. Industrial Property Rights

12.1. In the event of any claim being made or action being brought or threatened in respect of infringement of patents, copyright, design rights, trademarks, trade names, registered designs or any other industrial property rights in respect of the Equipment the Purchaser will make no admissions in respect thereof and will notify the Company thereof forthwith and the Company shall be entitled to conduct all negotiations and take all necessary proceedings to dispute the same in its own name and in the name of the Purchaser and the conduct of all proceedings and negotiations shall be completely in the discretion of the Company. In such event the Purchaser will execute all such documents and do all such things and render all such assistance to the Company as may be necessary the Company shall require and the Purchaser shall indemnify the Company against all costs, expenses, loss or damage incurred by the Company in respect of any claim being made or action brought if any such claim is made or action brought or threatened as a result of work done in relation to the Equipment by the Company in accordance with the Purchaser's specifications or by the use to which the Equipment are put by the Purchaser.

13. Sub-contracts

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



14. Assignments

14.1. The Purchaser shall not assign or transfer or purport to assign or transfer any contract to which these conditions apply or the benefit thereof to any other person whatsoever without the written consent of the Company.

14.2. The Company may at its discretion, assign or transfer any contract or the benefit thereof to any other person whatsoever.

15. Termination

15.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;

b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

e) the other party (being an individual) is the subject of a bankruptcy petition or order;

f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1 (b) to clause 15.1 (i) (inclusive);

k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

15.2. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect or shall have the right to suspend the supply of Equipment under the Contract or any other contract between the Company and the Purchaser if:

a) the Purchaser fails to make pay any amount due under the Contract on the Due Date for payment; or

b) the Purchaser becomes subject to any of the events listed in clause 15.1 (b) to clause 15.1 (l), or the Company reasonably believes that the Purchaser is about to become subject to any of them; or

c) the Company in its own opinion believes a material adverse change occurs in relation to the Purchaser's business.



16. Consequences of Termination

16.1. On termination of the Contract for any reason:

16.1.1. the Purchaser shall immediately pay to the Company all of the Purchaser's outstanding unpaid invoices and interest and, in respect of Equipment supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Purchaser immediately on receipt;

16.1.2. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

16.1.3. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17. Severance

17.1. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

17.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. Law and Jurisdiction

18.1. All contracts made between the Company and the Purchaser shall be governed by and construed in all respects in accordance with English law. The parties herby agree to submit to the jurisdiction of the English Courts.