

Avon Barrier Company Terms & Conditions of Sale

1. Form of Contract

- a) The term "THE COMPANY" shall mean Avon Barrier Company Limited and the term "CUSTOMER" shall mean any person, firm or company seeking to be supplied with goods or services.
- b) All quotations, contracts, variations or other extensions are subject to these terms unless the Company agrees a variation in writing.
- c) Unless otherwise stated quotations are open for acceptance for a period of 30 days from the date shown on the quotation.
- d) Unless otherwise stated quotations will remain valid for a period of 60 days from the date shown on the quotation.
- e) Orders will be covered by the Construction Act Regulations 1998.

2. Order Acceptance

All orders are subject to the Company's final acceptance. Any such acceptance may be subject to investigation of the Customers credit status. If the customers credit status is not satisfactory, then orders will only be accepted on a pro-forma invoice basis.

3. Payment Terms – Account Customers

a) UK Supply only Orders

VAT Invoices in respect of UK supply only orders will be raised the earlier of the actual despatch/collection date or the date that the goods become available for despatch/collection. Payment of these invoices must be made within 30 days of the date of the invoice.

b) UK Installation Orders

VAT Invoices in respect of Installation works will be raised as follows:

- 20% of order value on order acknowledgement in respect of preliminary contract works.
- 70% of order value on the earlier of the installation date or requested installation date.
- 10% of order value on the installation date.

Payment in respect of these invoices must be made within 30 days of the date of the invoice.

NB the company reserves the right to raise a single invoice for the full order value on the installation date.

c) UK Site Preparation works Orders

VAT Invoices in respect of Site Preparation works will be raised as follows:

- 20% of order value on order acknowledgement in respect of preliminary contract works.
- 80% of order value on the completion date.

Payment in respect of these invoices must be made within 30 days of the date of the invoice.

NB the company reserves the right to raise a single invoice for the full order value on the works completion date.

d) Overseas Orders

Invoices in respect of Overseas orders will be raised as follows:

- 50% of goods order value on order acknowledgement in respect of preliminary contract works.
- 50% of goods order value prior to despatch

Installation works in respect of overseas orders will be invoiced in advance of engineers site visit.

Payment in respect of these invoices must be made by return. Please note that if credit terms are required on overseas projects, this can be arranged subject to negotiation and coverage by Irrevocable Letter of Credit confirmed on a British Bank.

- e) Any default by the Customer on the Company's payment terms will result in interest being charged at 2% per month on all overdue amounts and suspension of all works for that customer (irrespective of project) until the account has been brought up to date. The Company reserves the right to withdraw a Customers credit facility if the account is in breach of the Company's payment terms.

- f) The Company reserves the right to vary payment terms at any time.

4. Contract Variations

- a) Any variation to existing orders will be covered by these terms and conditions.
- b) Variations and extensions to a contract will be at the Company's option and subject to agreement of price.
- c) Should the Customer cancel the contract at any time then a cancellation charge of the higher of 20% of order value or works completed to date (including profit element) will be invoiced. Any goods already manufactured/procured will be included in the works completed to date calculation and will become the Customer's property when payment of the cancellation charge is received in full. Credit will not be given on order cancellation charges and these will be payable by return.

5. Export Licences, Duties etc.

The payment of all export and import duties, taxes, charges and assessments and the obtaining of any necessary export and import licences in respect of the goods, is the sole responsibility of the Customer and the Company shall be under no liability, whatsoever, to the Customer in respect of goods exported without the necessary export and import licences.

All Export quotations are quoted on an ex-works basis unless specifically varied.

6. Delivery

- a) In all cases the delivery lead-time will be calculated from the date from which the Company receives written approval of any applicable working drawings.
- b) Signature of any delivery note by the Customer, or his agents or carrier, shall be conclusive proof of delivery and the Customer's acceptance of the goods.
- c) The Company reserves the right to deliver in partial shipments. Each shipment shall be construed as constituting a separate agreement to which all the provisions of these conditions shall apply.
- d) Unless otherwise stated, the Customer shall be responsible for the unloading of the delivery vehicle and the removal of the goods to safe, dry storage.
- e) The Company reserves the right to pass to the Customer, the financial or time effects of any delay in the provision of access, required information or approval of drawings.

7. Site Preparation and Installation

The following attendances and services shall be provided, without charge, to the Company unless specifically provided for in the quotation.

- a) Unloading of goods and dry, secure storage on site. Moving goods from site storage into the immediate vicinity of the installation position.
- b) Scaffolding, ladders and hoisting facilities, carnage or special lifting equipment.
- c) The provision of suitable low voltage electric power for hand tools, adjacent to the installation position.
- d) Welfare facilities required by any statute or statutory regulations.
- e) Flood and task lighting as necessary.
- f) All equipment foundations, mains power supplies, control cables, inductive road loops, drainage etc. **NB** some elements of this requirement may be included in the site preparation works.
- g) Site services drawings for the installation area showing all existing gas, water, sewerage, communications and electricity services and their positions relative to the works to be undertaken.

If site preparation or installation works are delayed or postponed as a result of any of the above not being available on the agreed date for attendance, then an installation delay charge of £150 may be charged to cover additional administration charges.

In addition, a revisit cost will be charged if an installation cannot be either undertaken or completed on the agreed installation date, as a partial or direct result of any of the above not being available, if engineers have been despatched to or are in attendance on the site.

8. Title

Title to the goods shall not pass from the Company to the Customer until the goods have been paid for in full.

If the goods are to be supplied by the Customer to a third party, then the Customer must make the third party aware of this condition of sale.

In the event of a breach of clause 3 of these terms by the Customer, the Company reserve the right to temporarily disable or remove the goods from site until the breach has been remedied.

9. Force Majeure

If the Company is prevented or delayed from performing any of its obligations, under any contract, to which these conditions apply by any cause outside its control, it shall be under no liability, whatsoever, to the Customer and shall be entitled either to cancel the contract or to extend the time or times for delivery or installation.

10. Quality Guarantee

We guarantee our design, material and workmanship for a period of 12 months from the date of delivery (or date of installation, if carried out by the Company), subject to the clauses mentioned below:

- a) Should any defect in the goods become evident within this period, it should be returned to the Company, we undertake to repair or replace the defective part and return it to the Customer. At the end of the 12 month period all further liability on components and workmanship ceases.
- b) This guarantee shall not be deemed to cover repairs or replacements or adjustments which may be required as a result of wilful or accidental damage, misuse, lack of or improper lubrication, neglect or any other cause beyond our control.
- c) Our liability shall be limited to repairing or replacing any defective component and we cannot accept responsibility of any kind beyond such replacement.
- d) The product guarantee is subject to regular routine maintenance being undertaken in accordance with our instructions by competent engineers using approved consumables supplied by the Company's parts department.
- e) The Company will not accept any consequential loss claims as a result a failure of any component.
- f) The Company will not permit set offs from accounts.
- g) Charges will not be accepted for any repairs made without the Company's knowledge or written approval.
- h) Any "fitness for purpose" liability is dependant upon the Company receiving full knowledge of the intended use in advance of the initial quotation. This information must include but is not limited to the expected cycle requirements (average, maximum etc.), traffic types, control systems, ultimate client.

11. Illustrations, Drawings, Literature, Photographs or Electronic information

Any information provided by the Company to the Customer is indicative only unless specifically confirmed otherwise.

All information provided by the Company remains the property of the Company and may not be copied, altered unless agreed in writing by the Company.

12. Breach and Customer's insolvency

If the Customer shall default or commit any breach of its obligations to the Company, or the Customer becomes insolvent, the Company shall be entitled to terminate forthwith any contract then subsisting, without prejudice to any other claim or right the Company might make or exercise.

13. Proper Law

Unless otherwise agreed in writing, the contract shall be subject to English Law.