

Terms & Conditions of Sale

THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS UPON WHICH ALL SUPPLIES OF GOODS WILL BE MADE BY SOLUTIONS GROUP (UK) PLC. THESE TERMS AND CONDITIONS REPLACE ALL TERMS AND CONDITIONS UPON WHICH YOU MAY PREVIOUSLY HAVE CONTRACTED WITH SOLUTIONS GROUP (UK) PLC. ALL ORDERS RECEIVED FROM CUSTOMERS SHALL BE ON THE BASIS THAT THESE TERMS AND CONDITIONS APPLY TO SUCH ORDERS AND THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS IN FULL.

1. DEFINITIONS

- 1.1 In these Conditions the following expressions shall have the following meanings:
- 1.1.1 Additional items means any of the following as are incurred:
 - (i) any packaging costs under condition 7.4,
 - (ii) any taxes (including value added tax) duties or other charges levied by any governmental or other authority in respect of or by reason of the sale, delivery, export or import of the goods or any part thereof but excluding taxes assessed on profits or gains.
 - (iii) Application Support (if any).
 - (iv) any delivery and transport costs under condition 7.1.
 - (v) Storage costs under condition 7.5.
 - (vi) the cost of any sample not returned in accordance with condition 3.3.
 - 1.1.2 Application Support means any works and services provided by the Seller including those provided in conjunction with the sale of Goods.
 - 1.1.3 Connected Goods means all equipment not sold by the Seller but connected (directly or indirectly) or used in conjunction with the Goods.
 - 1.1.4 Contract means any quotation and/or order from the Customer together with these Conditions of Sale and any other document incorporated in a contract between the Seller and the Customer.
 - 1.1.5 The Customer means any person firm or company receiving a quotation from and/or placing an order with the Seller.
 - 1.1.6 Delivery Period means 3 months after the estimated delivery date.
 - 1.1.7 Goods means all and every item of goods or part thereof supplied by the Seller and where relevant includes any work carried out by the Seller on items supplied by the Customer.
 - 1.1.8 Seller means Solutions Group (UK) Plc (Company Number 2565454) and reference to the acknowledgment, consent, authority or agreement of the Seller shall mean acknowledgment, Consent, authority or agreement in writing signed by a director of the Seller.
 - 1.1.9 Transgression means any breach of contract or tort or other act default omissions or statement of the Seller, its employees or agents in the performance of its duties thereon.
 - 1.1.10 Warranty Period means 12 months for Goods supplied with the exception of used goods to which no warranty period applies unless expressly agreed in writing.
 - 1.1.11 Working Day means Monday to Friday excluding bank and public holidays.

2. GENERAL

- 2.1 These Conditions apply to all contracts for the sale of Goods by the Seller and supersede any previous Conditions of Sale published by the Seller. No additions, variation or modifications to these terms or conditions shall be binding upon the Seller unless agreed in writing and signed by the Seller. Acceptance by the Seller of an order will only be made on the basis of these Conditions and all terms or conditions of sale or purchase referred to in the Customers order or in correspondence or implied by trade or custom are hereby excluded. The Customer acknowledges that it has not relied upon any statement promise or representation made or given on behalf of the Seller which is not set out in the Contract.
- 2.2 All brochures, catalogues, samples, price lists, dimensions and dimensions and other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Goods. Unless expressly incorporated the same shall not form part of the Contract. The Seller reserves the right to make minor alterations to the design specification or construction of the Goods without prior notification to the Customer.
- 2.3 The Customer shall be responsible for complying with any legislation or regulations (of the United Kingdom or any other country) governing the export and import of the Goods into the country of final destination (and any other country through which the Goods pass in transit) and for the payment of any duties thereon. The Customer shall fully indemnify the Seller against any fines, penalties, costs, claims, damages, losses and the expenses suffered by the Seller as a result of the Customer failing to comply with this condition 2.3.

3. QUOTATION AND ORDERS

- 3.1 Any quotation or order is given on the basis that no Contract shall come into existence until either the Seller dispatches a written acknowledgment of order to the Customer or the order is dispatched by the Seller, whichever is the earlier.
- 3.1.1 Any quotation is valid for a period of 30 days from its date provided that the quotation has not previously been withdrawn by the Seller.
- 3.1.2 Where any order is based upon the standard price list of the Seller then, subject to condition 3.2, the price shall be valid provided that delivery is to take place within 30 days from the date of order.
- 3.2 Any samples submitted with the quotation or at the Customer's request, must be returned within 45 days of receipt and if not so returned the cost of samples shall be added to the Contract price.

4. PRICE AND PAYMENT TERMS

- 4.1 The price stated in the standard price list does not include any of the Additional items which shall be added to the price.
- 4.2 Unless otherwise agreed by the Seller in writing payment in full (without any deduction by way of set off abatement, discount or counter claim) for the Goods (and Additional Items) shall be due and payable in POUNDS STERLING within 30 days of the day on which the goods are dispatched by the Seller. The date of dispatch appears on the Seller's dispatch note.
- 4.3 The Seller reserves the right to charge interest at 5% above the base lending rate of National Westminster Bank plc from time to time on any overdue payments until paid in full. Such sum shall accrue on a daily basis until payment is made in full, whether before or after Judgment.
- 4.4 The Seller reserves the right to recover from the Customer all direct expenses reasonably incurred by the Seller in the collection of any overdue payments.
- 4.5 Time for payment shall be of the essence.
- 4.6 No payment shall be deemed to have been received by the Seller until the Seller has received cleared funds.
- 4.7 Without prejudice to any other rights of the Seller, if there is reason to doubt that the amounts due from the Customer under the terms of the Contract will be paid in full according to the terms thereof, then the Seller reserves the right to require payment before delivering or performing any other work or services whatsoever for the Customer.
- 4.8 Where payment of this Contract is not received within 30 days of demand, the Seller reserves the right to suspend any further manufacturing, delivery or other work or services being undertaken for the Customer and to store, sell or dispose of the Goods produced for the Customer.
- 4.9 In the circumstance referred to in condition 4.8 above the Customer shall indemnify the Seller against the losses sustained or extra expenditure incurred as a result of such a suspension of manufacturing, ordering, delivery or other work or services including a reasonable allowance for storage and for any losses on sale or disposal of any Goods produced for the Customer.

5. TITLE

- 5.1 Legal ownership of the Goods is to remain vested in the Seller until payment for both the Goods and any Additional items have been received in full by the Seller and (at the option of the Seller) until full payment has been received by the Seller under any other contract outstanding with the Customer.
- 5.2 If the Customer obtains possession of Goods prior to legal ownership passing to the Customer, the Customer shall store those Goods separately from all other goods of the Customer or any third party and in such a way as they remain readily identifiable as the property of the Seller. Such Goods shall be held by the Customer on a fiduciary basis as the Seller's bailee and the Customer shall not destroy, deface, or obscure any identifying mark or packaging relating to the Goods and shall keep the Goods in good condition and insured against all reasonable risks.
- 5.3 Notwithstanding condition 5.2 the Customer may contract to sell the Goods to a third party in return for valuable consideration provided always that such sale shall be effected in the ordinary course of the Customers business at full market value and that any such sale shall be on the Customers own behalf and the Customer shall deal as principal when making such sale the Customer shall account to the Seller for the proceeds of sale (to the extent of the Customer's indebtedness to the Seller) keeping the same separate and identifiable from its other monies. The Customers rights under this Condition 5 shall cease if an event specified in clause 9.1.1 occurs to the Customer.
- 5.4 The Customer's right to possession of the Goods shall terminate if:
- 5.4.1 any event listed in condition 9.1.1 occurs in respect of the Customer;
 - 5.4.2 the Customer suffers or allows any execution whether legal or equitable to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Seller and the Customer or the Customer is unable to pay its debts within the meaning of S.123 of the Insolvency Act 1986 or if the Customer ceases to trade; or
 - 5.4.3 the Customer commences or in any way changes the Goods.
- 5.5 The Seller shall be entitled to recover payment of the price of Goods and Additional Items notwithstanding that ownership of any Goods has not passed from the Seller.
- 5.6 The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, and where the Customers right to possession has terminated to recover them.
- 5.7 Where the Goods are attached to either buildings or plant or machinery of the Customer, the Customer agrees that it is not its intention that the Goods thereby become fixtures or fittings or part of the plant or machinery but the Goods shall remain as chattels and be severable from the buildings or plant or machinery.
- 5.8 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Seller to the Customer in the order in which they were invoiced to the Customer.
- 5.9 On termination of the Contract, however caused, the Seller's rights contained in this condition 5 shall remain in effect.
- 5.10 Notwithstanding this Condition 5, the Seller shall be entitled to maintain an action for the price of the Goods and Additional items at any time after the date when payment is due.

6. PERFORMANCE AND FORCE MAJEURE

- 6.1 The Seller shall take all reasonable steps to perform its obligations and deliver the Goods on the date specified, but such dates are estimates only and time shall not be made of the essence by notice. The Seller shall not be liable for any direct, indirect or consequential losses (all three of which include without limitation pure economic loss, loss of profit, loss of business, depletion of business or similar loss) expenses, costs, damages, charges or expenses caused by late performance or delay in delivery and delays shall not entitle the Customer to terminate rescind the Contract unless the delay exceeds 180 days.
- 6.2 Without prejudice to the generality of the Condition of 6.1 the Seller shall have no liability for any expenses, losses or damages caused by delay or default in performance of any obligation caused directly or indirectly by breakdown or unavailability of plant machinery, failure of raw material or supply of raw material, inability to obtain sufficient labour or sufficient skilled labour or any other cause or causes beyond the reasonable control of the Seller. If such cause or causes prevent delivery of Goods within the Delivery Period either party may cancel the order on giving written notice to the other at least 28 days before the Seller may reasonably expect to complete the order without liability to compensate the other party for any loss or damage whatsoever sustained by reason of the non delivery or non acceptance of the Goods.
- 6.3 The Seller reserves the right to make part deliveries and to submit invoices for Goods supplied as part of an order. Each part delivery shall be a separate contract and shall be invoiced and paid for in accordance with the provisions of this Contract.

7. RISK CARRIAGE PACKAGING AND STORAGE

- 7.1 Where no specific instructions are given as either the manner in which the Goods are to be delivered to the Customer or the delivery address, the Seller reserves the right in its absolute discretion to choose the means of carriage to the Customer and to direct the Goods to the Customer's last known business address. Any such specific instructions must be given to the Seller at the time of order. All costs associated with delivery to the Customer either to the Customer's last known address or to any other address specified by the Customer at the time of order shall be charged as Additional Items.
- 7.2 From the time when the Goods are despatched from the Seller's premises the risk of any loss, damage to or deterioration of the Goods shall be and remain with the Customer notwithstanding that the Seller may arrange carriage. The Seller shall be under no liability arising from their choice of carrier or carriers or from the act or omission of such carrier or carriers and the Customer waives all rights under Section 32(2) of the Sale of Goods Act 1979 in addition to any other goods hereby excluded or restricted.

- 7.3 In the case of sales where the Seller delivers directly to the Customer or contracts directly with the carrier, then the Seller will repair or (at its option) replace or (at its option) issue a credit note in respect of any Goods lost or damaged in transit (other than by default of the Seller) provided that:
- 7.3.1 in respect of complete non arrival of all Goods comprised in the Contract, notification is made to the Seller within 5 Working Days of the date of despatch of the Goods (the date of despatch to be identified from the copy despatch note sent to the Customer) and separately to the carrier within the period stipulated by the carrier's terms of carriage for claims against the carrier, and
 - 7.3.2 in respect of damage to all or part of the Goods or loss of part of the Goods comprised in the Contract, notification is made to the Seller within 3 Working Days of delivery of the Goods and separately to the carrier within the period stipulated by the carrier's terms of carriage for claims against the carrier. Save that the Seller shall have no liability in respect of any such Goods if the Customer makes any use of the Goods after giving such notice or (if earlier) after it should reasonably have discovered the damage. On request, the Seller will inform the Customer of the name and address of the carrier and any time limit for claims stipulated by them.
- 7.4 The Seller reserves the right to charge for all packaging.
- 7.5 Once the Goods are ready for delivery the Seller shall be entitled to invoice and be paid for the Goods as if they had been delivered if for any reason the Customer does not arrange for or accept delivery. In such circumstances, the Seller shall arrange storage for the Goods and the cost of storage shall be added to the Contract price.

8. TERMS AND REPRESENTATIONS

- 8.1 THESE CLAUSES DEFINE THE CUSTOMER'S RIGHTS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE GOODS, CONNECTED GOODS OR APPLICATION SUPPORT OR FOR ANY STATEMENTS MADE BY THE SELLER, THEIR EMPLOYEES OR AGENTS. CUSTOMERS ARE ADVISED TO READ THESE PROVISIONS CAREFULLY. The Seller's prices are kept as low as practical and the circumstances of their business preclude full indemnity insurance being obtained at a price which would enable the Seller to sell the Goods at a competitive price. ACCORDINGLY CUSTOMERS ARE ADVISED TO CHECK THAT THEY ARE COVERED BY INSURANCE AGAINST ANY LOSS OR DAMAGE THEY MAY SUSTAIN. THE SELLER DOES NOT INCLUDE ANY RESERVE FOR POTENTIAL LIABILITY.
- 8.2 The Seller agrees to repair or (at its discretion) replace Goods which are found to be defective and which are returned to the Seller within the appropriate Warranty Period provided that each of the following are satisfied:
- 8.2.1 notification of any defect is given to the Seller immediately upon it becoming apparent to the Customer;
 - 8.2.2 the Goods have only been operated under normal operating conditions and have only been subject to normal use;
 - 8.2.3 the Goods are returned to the Seller's premises at the Customer's expense together with the original invoice quoting the relevant contract number or (in the case of the Seller);
 - 8.2.4 any Goods or parts of Goods replaced shall become the property of the Seller;
 - 8.2.5 no work, whatsoever (other than normal and proper maintenance) has been carried out to the Goods or any part of the Goods without the Seller's prior written consent;
 - 8.2.6 the defect has not arisen from a design made, furnished, modified or specified by the Customer;
 - 8.2.7 the Goods have been stored, assembled or incorporated into other goods only in accordance with any instructions issued by the Seller;
 - 8.2.8 the defect has not arisen from a design modified by the Seller.
- 8.3 The Seller shall be under no obligation to repair or replace Goods outside the Warranty Period.
- 8.4 The Seller agrees (at its discretion) to issue a credit note to the Customer in respect of Goods which are found to be defective and which are returned to the Seller within 5 Working Days of purchase, accompanied by the original invoice.
- 8.5 The Seller accepts liability:
- 8.5.1 for any material injury to the extent that it results from the negligence of the Seller, its employees (whilst in the course of their employment) or its agents (in the course of the agency),
 - 8.5.2 for fraud or fraudulent misrepresentation,
 - 8.5.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability.
- 8.5.4 for any breach by the Seller of any statutory undertaking as to title, quiet possession and freedom from encumbrance.

- 8.6 Subject to Condition 8.2, 8.3, 8.4 and 8.5 from the time of despatch of the Goods from the Seller's premises the Customer shall be responsible for any defect in the Goods or loss, damage, nuisance or interference whatsoever and the Seller shall not be liable for any direct, indirect or consequential loss (all three of which items include without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and similar costs) costs, damages, charges or expenses or wastage of material resulting from or caused by or to the Goods, the Connected Goods or Application Support in particular the Seller shall not be liable for any loss of profits or other economic losses. The Seller accordingly excludes all liability for the same to the maximum extent permitted by law.
- 8.7 At the explicit written request and expense of the Customer the Seller will test the Goods to ascertain performance levels and provide a report of the results of that test. The report will be accurate at the time of the test, to the best of the belief and knowledge of the Seller, and the Seller accepts no liability in respect of its accuracy beyond that set out in Condition 8.2.
- 8.8 Subject to Condition 8.7 no condition, warranty or other term expressed or implied (by statute or otherwise) is given by the Seller that the Goods, the Connected Goods (whether or not the Seller or its employees or agents have recommended their use) or the Application Support are fit for any particular purpose or in conjunction are of any particular quality or will enable the Customer to attain any particular performance or result, or will be suitable for any particular purpose or use under specific conditions or will provide any particular capacity, notwithstanding that the requirements for such performance, result or capacity of that as particularly purpose or condition may have been known (or ought to have been known) to the Seller, its employees or agents.
- 8.9 Save as expressly set out all warranties and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the contract.
- 8.10 To the extent that the Seller is held legally liable to the Customer for any single Transgression, the Seller's liability whether in contract, tort (including negligence or breach of statutory duty) misrepresentation restriction or otherwise arising in connection with the performance or contemplated performance of the contract shall be limited to the price of the Goods provided that a number of Transgressions, whether successive or concurrent, which together result in or contribute to substantially the same loss or damage shall be treated as a single Transgression. The restriction of liability in this Condition 8.10 shall not apply to any liability accepted by the Seller in Condition 8.5.
- 8.11 The Customer shall fully indemnify the Seller against all losses, damages, costs, actions, claims, demands, fees and other expenses (legal or otherwise) the Seller may incur in consequence of the Goods or Connected Goods being (whether in whole or in part and directly or indirectly) involved in any claim brought against the Seller by a third party for (i) any loss, injury or damage wholly or partly caused by the Goods or their use (ii) any loss or injury or damage in any way connected with the performance of the Contract except to the extent that the alleged defect in the product the subject of such claim was directly caused by an act or omission of the Seller.
- 8.12 The Customer shall not remove or in any way tamper with or add to any registered or unregistered trade mark or trade name appearing upon the Goods or applying in relation to the Goods or represent that the Goods are manufactured by any person other than the Seller or its suppliers. The Seller shall have no liability to the Customer in the event of the Goods impinging or being alleged to impinge the rights of any third party.

9. TERMINATION

- 9.1 The Seller shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and to withdraw its authority to the Customer to sell the Goods supplied and recover all expenses, losses and damage resulting to the Seller including (without limitation) to any direct, indirect or consequential loss (all three of which items include without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and similar costs) costs, damages, charges or expenses if:
- 9.1.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking and/or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 9.1.2 the Customer fails to make any payment owed to the Seller on the due date; or
 - 9.1.3 the Customer fails to make payment in advance when requested in accordance with Condition 4.7 above within 7 days of being requested to do so; or
 - 9.1.4 the Customer fails to take delivery of or to collect the Goods within 14 days of being notified by the Seller that they are to be delivered or are ready to be collected; or
 - 9.1.5 the Customer is in breach of the terms and conditions of any contract with the Seller (including breach of these Conditions) and shall fail to remedy the same within 21 days of notice specifying the breach and requiring remedy (if the breach shall be remediable).
- 9.2 All payments payable to the Seller under the Contract shall become due immediately on termination of any Contract.

10. CUSTOMER PROPERTY

- 10.1 If any property of whatsoever nature of the Customer is used in connection with the Goods (whether for the purpose of manufacture, display or any other reason) the Customer shall indemnify the Seller for any loss or claim or damage suffered by the Seller as a result of using such property, if such property has not been removed within three months from the date on which the price becomes payable, the Seller reserves the right to charge a storage fee.

11. NOTICES

- 11.1 Any notice, consent, notification, acknowledgment, authority or agreement required or referred to in the Contract shall be:
- 11.1.1 in writing; and
 - 11.1.2 given to the party for whom it is intended at such party's registered office or such other address as shall be notified to either party by the other; and
 - 11.1.3 given by hand, special or recorded delivery post or fax transmission and shall be deemed to have been received if delivered by hand on the day of delivery. If sent by special or recorded delivery 2 days after posting (exclusive of the day of posting) and if sent by fax on a Working Day prior to 4pm at the time of transmission otherwise on the next Working Day.

12. SEVERABILITY

- 12.1 If any exclusion or limitation or liability or any other provision contained in the Contract is held invalid, illegal, void, voidable, unenforceable or unreasonable under any applicable statute or rule of law, it shall to the extent of such invalidity, illegality, voidness, voidability, unenforceability or unreasonableness be deemed severable; but the remainder of the provisions shall continue in full force and effect if the Seller thereby becomes liable for any liability which would otherwise have been excluded or limited, such liability shall be subject to the other exclusions, limitations or provisions set out in Condition 8.

13. GENERAL

- 13.1 The Seller may assign the Contract or any part of it to any person, firm or company.
- 13.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
- 13.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any rights under the Contract.
- 13.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14. JURISDICTION

- 14.1 THE CONTRACT shall be governed in all respects by English Law and be subject to the sole jurisdiction of the English Courts.