



**CROCKERS MANUFACTURING LIMITED
GENERAL CONDITIONS OF SALE**

1. Definitions

- 1.1. 'The Company'. Crockers Manufacturing Limited, registered office, Station Road. Chellaston, Derbyshire, its servants or its agents.
- 1.2. 'The Customer' The person, company or body purchasing equipment from the Company.
- 1.3. 'The Equipment'. The items of equipment referred to in the agreement together with all ancillary items ordinarily used in the construction, support and use of such items.
- 1.4. 'The Contract Value'. The sum referred to in the order acknowledgment which sum is exclusive of Value Added Tax.
- 1.5. 'The Site' The location at which the equipment is to be erected and which is referred to in the Agreement.
- 1.6. 'The Agreement'. The schedule hereto or document or documents together composing the Contract between the Company and the Customer.

2. Acceptance of Quotation and Basis of Sale

- 2.1. No binding contract will exist until you have accepted our quotation in writing and we have issued you with a written acknowledgment of your acceptance. Quotations remain open for thirty days from the date stated on them. An acceptance received after expiry of the thirty day period will not be binding on us unless the raw materials are available at the original cost to the company. In this event we shall advise you immediately and issue a revised quotation and estimated delivery date.
- 2.2. The quotation and any document or documents accepting the same shall form part of the Contract unless there has been express written agreement to the contrary as to any part hereof. The Contract is subject to these Terms and Conditions unless varied in writing. Such variation may only be agreed to on behalf of the Company by a Director of the Company. In the event of any inconsistency existing between the quotation or any other document forming part of the Contract (including any schedules here to) these Conditions shall prevail.
- 2.3. The quotation provided by the Company shall be based upon detailed and specific instructions provided by the Customer. In no event will we accept any amendments to the order confirmation unless these are received in writing from the Customer.
- 2.4. The Company's employees and agents are not authorised to make any representations concerning the Equipment unless confirmed by the Company in writing. In entering into the contract the Customer acknowledges that it does not rely on any representations which are not so confirmed.
- 2.5. Any advice or recommendations given by the Company or its employees or agents to the Customer as to the storage, application or use of the Equipment which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.6. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.7. The Company reserves the right to make any changes in the specification of the Equipment which are required to conform with any applicable statutory or EC requirements or, where the Equipment is to be supplied to the Company's specification, which do not materially affect its quality or performance.

3. The Site

- 3.1. In the case of supply and erection of a structure and in the absence of a site survey conducted by the Company and unless notified in writing to the contrary, the Company shall be entitled to assume that the Site is served by a firm access road with adequate hard standing and is firm, level, free from flooding, trees and overhead obstructions and without buried pipes or concealed services which might suffer damage as a result of the transport and erection of the equipment.
- 3.2. The Company having contracted to erect the structure and in consequence with Clause 6. shall furthermore assume that the Site is capable of accepting ground anchors driven in with reasonable ease either by hand or mechanical means. In the event of the failure to notify the Company of any of the foregoing circumstances the Company shall at its option and without prejudice to Clause 6 be entitled to charge for the full contract value of the structure and will not accept any further liability in respect of the erection of the equipment

4 Planning and other statutory regulations

- 4.1 The Customer will accept full responsibility to ensure that all local authority planning regulations, building regulations and other regulations which may be required for the erection of the structure are in place. The Company will accept no liability whatsoever including consequential loss or damage (whether for loss or profit) cost expenses or other claim for compensation whatsoever arising from any dispute from any Authority.
- 4.2 Should the Customer in the event of failure to comply with statutory regulations and any other authority in connection with the siting, size and design have a demand served to dismantle the structure then the Company will quote in addition for this with a separate Contract over and above any existing Contract with the Customer.

5. Terms of Payment

- 5.1. Unless varied in writing between the Company and the Customer, payment terms (subject to status) are:
- a. 25 % deposit on confirmation of order,
 - b. Balance to be received and cleared before delivery and collection.
- 5.2. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 5.2.1. Cancel the contract or suspend any further supplies to the Customer;
 - 5.2.2. Appropriate any payment made by the Customer to such of the Equipment (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
 - 5.2.3. A 10 % charge which is added to our invoice will be payable by the customer if our terms are exceeded

6. Termination

In the event that the Customer cancels the Contract the deposit on confirmation of order shall be forfeit. In addition the Customer will be liable to pay the following percentage of the Contract value quoted dependent upon the period of notice given prior to the date of delivery/collection of the equipment. There shall be deducted from the percentage payable an amount of any deposit forfeited but under no circumstances shall the payment be less than the amount of the deposit if that is greater.

Period of Notice	Percentage of Contract Value Payable
30 - 60 days	50%
Less than 30 days	100%

7. Risk and Property

- 7.1. Risk of damage to or loss of the Equipment shall pass to the Customer:
- 7.1.1. In the case of Equipment to be collected from the Company's premises at the time when the Company notifies the Customer that the Equipment is available for collection; or

- 7.1.2. In the case of Equipment to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Equipment, the time when the Company has tendered delivery of the Equipment.
- 7.2. Notwithstanding delivery and the passing of risk in the Equipment or any other provision of these conditions of sale, the property in the Equipment shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Equipment and all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- 7.3. Until such time as the property in the Equipment passes to the Customer, the Customer shall hold the Equipment as the Company's fiduciary agent and bailee, and shall keep the Equipment separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property, but shall be entitled to resell or use the Equipment in the ordinary course of its business.
- 7.4. Until such time as the property in the Equipment passes to the Customer (and provided the Equipment is still in existence and has not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Equipment to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.
- 7.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which remains the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

8. Delay

The Company shall not be liable for delay for any reason whatsoever including (without limiting the foregoing)

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| a. force majeure | b. civil commotion, strike or lockout |
| c. accident or breakdown in transport | d. inclement weather |
| e. loss or damage by fire | f. any other cause beyond the company's control |

9. Care of Equipment

- 9.1. The Customer shall be responsible for the safety and security of the Equipment from its arrival on site.
- 9.2. The Customer shall notify the Company as soon as practicable of any defect or deterioration in the equipment and the Company will take all reasonable steps to remedy the same. In any event the Company will not be liable for any defects arising either from the manufacture or erection (where undertaken by the Company) after a period of 3 months from delivery to Site. For this purpose defects exclude fair wear and tear in the course of the Customer's use of the equipment.
- 9.3. The Customer shall take all such steps as are necessary to make sure that the Equipment is maintained as specified by the Company and that the Equipment is not at any time altered or interfered with and in particular no unauthorised entrances are made in any enclosures and no walls, poles, ropes, anchors, wires or integral sections are to be moved, removed, altered or modified.
- 9.4. The Customer shall in particular ensure that all Equipment is adequately heated when necessary so as to protect the same from frost, ice or snow damage and shall not allow the collection or building up of snow on the equipment. Further and in consequence of the fact that any structure erected by the Company is susceptible to damage in windy conditions the Customer will take all reasonable steps to ensure that all openings are firmly closed when not in use and are open only for the purposes for access and egress from the structure.

10. Limit of Liability

- 10.1 The Company shall have no liability to the Customer for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Equipment or its use or resale by the Customer.

- 10.2. Should the Customer use its own sub-contractors for the erection of the structure then the Company accepts no liability whatsoever arising therefrom should the manufacturers' instructions in connection with the erection not be adhered to. In addition the Company will not be responsible for any acts, errors or omissions of the Customer's sub-contractor through negligence resulting in any personal injury, damage to property etc., while not under the supervision of an agent of the Company.
- 10.3. The warranties given by the Company pursuant to these conditions of sale are subject to the following conditions
- 10.3.1. The Company shall be under no liability in respect of any defect in the Equipment arising from any drawing, design or specification supplied by the Customer;
- 10.3.2. The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Company's approval;
- 10.3.3. The Company shall be under no liability under any warranty in these conditions of sale (or any other warranty, conditions or guarantee) if the total price for the Equipment has not been paid by the due date for payment;
- 10.3.4. The warranties in these conditions of sale do not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- 10.4. Subject to as expressly provided in these conditions of sale, and except where the Equipment is sold to a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.5. Where any valid claim in respect of any of the Equipment which is based on a defect in the quality or condition of the Equipment or failure to meet specification is notified to the Company in accordance with these conditions of sale, the Company shall be entitled to replace the Equipment (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Equipment (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

11. Insolvency

If the Customer shall commit any act of bankruptcy or being a Company should go into liquidation or suffer the appointment of a receiver or an administrator or in the event of any payment due from the Customer under this Contract or of any other Contract between the Company and the Customer not being punctually made the Company shall be at liberty to terminate the Contract forthwith.

12. Complaints

Complaints in respect of the Company's service or products should be made in writing wherever practicable and within a time frame adequate for the Company to respond and make necessary repairs. No complaint will be considered after 14 days have elapsed following the erection of the structure and in any event not more than 30 days after delivery of the structure to the Customer's site.

13. Applicable Law

This Contract and Conditions shall be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.