

STANDARD TERMS & CONDITIONS FOR SUPPLY OF GOODS & SERVICES OF ACOTHANE UK LIMITED

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Goods and Services from the Supplier;
- 1.3 "Goods" means the articles specified in the Proposal;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 1.5 "Services" means the services specified in the Proposal;
- 1.6 "Supplier" means ACOTHANE UK Limited of Unit 7, St Johns Business Park, Rugby Road,, Lutterworth, Leicestershire, LE17 4HB;
- 1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 6 months (except for changes in levies or taxes). The price for work carried out after this date must be renegotiated. Our offer is quoted exclusive of VAT.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
- 3.4 A Pro-Forma invoice for 25% of the total cost as stated in the proposal may be requested to all new clients upon receipt of an order. Payment of this Pro-Forma must be made before order is dispatched..
- 3.5 A Purchase Order quoting the Clients Order number must accompany every new order.
- 3.6 The Order shall in all respects operate in conformity with English Law and all payments are to be made in Pounds Sterling money, unless agreed otherwise in advance.
- 3.7 Verbal quotations are intended to serve only as a guide and should not be considered to be final or binding. .

4 PRICE AND PAYMENT

- 4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 Standard payment terms are 30 days net of the date of our invoice unless agreed otherwise in advance.

- 4.4 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 5.00% per month on the outstanding amounts.
- 4.5 Where credit card security has been given and a specific payment deadline agreed, if the client has not made full payment by the deadline, the invoice amount plus a 5% handling charge will automatically be debited using the credit card details supplied by the Client.
- 4.6 A Purchase Order quoting the Clients Order number must accompany every new order.
- 4.7 An invoice bearing the Order number shall be sent to the Client / Contractor after the delivery of the goods..
- 4.8 All incoming invoices must show separately the rate and value of VAT together with the Company VAT registration number made payable to Acothane UK Accounts Department.

5 DELIVERY

- 5.1 All goods shall be delivered, carriage paid at the place and date as specified on the Order.
- 5.2 All costs incurred or consequential loss of revenue relating to such late deliveries shall be the Client's responsibility. In no circumstances will ACOTHANE UK be liable to pay interest for any payment due, held or delayed either in part or full.
- 5.3 Early delivery will only be allowed by express agreement, confirmed in writing.
- 5.4 The risk of the goods shall pass to the Client/ Customer at the unloading stage of delivery
- 5.5 All goods shall be of merchantable quality and shall be in accordance with the Order specification.
- 5.6 Supply of product by ACOTHANE UK shall not constitute any admission as to the performance by the Contractor of his obligations.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier warrants that the Goods will, at the time of delivery, correspond to the description given by the Supplier.
- 7.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 7.3 The Supplier shall ensure that any materials supplied shall be free of defects.

8 CANCELLATIONS AND REFUNDS

- 8.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 5 days of delivery and the Customer shall be entitled to replacement Goods or a full refund.
- 8.2 The Customer may cancel an Order by notifying the Supplier, prior to dispatch, and any deposit paid will be refunded in full.
- 8.3 If the Customer fails to cancel the order within the time specified in Clause 9.2, any delivery return charge will be the Customers responsibility.
- 8.4 ACOTHANE UK reserve the write to give notice, in writing, to the Customer / Contractor to determine the Order should the Client / Contractor fail to execute any part of the Order with due diligence for ensuring the proper performance of the Order.

9 LIMITATION OF LIABILITY

- 9.1 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 9.2 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed date.



10 FORCE MAJEURE

10.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 HEALTH & SAFETY

ACOTHANE UK shall, in the execution of the Order ensure that all materials and workmanship shall comply with any Act of Parliament, statutory instrument or order or any other regulation or bye-law, from time to time in force which are or may become applicable to the period this order is in force.

13 CONFIDENTIALITY

ACOTHANE UK and its Agents work under conditions of strict confidentiality regarding all matters. If necessary, ACOTHANE UK will enter a separate Confidentiality Agreement, which will also bind its Agents.

14 DISPUTES

ACOTHANE UK strives to maintain a professional but friendly relationship with its clients, and will make every effort to settle any dispute amicably and in good faith.
Should the Parties fail to settle a dispute in an amicable manner, it will go to arbitration. The decision of the arbitration tribunal shall be binding on all parties involved and shall be final.

15 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.