

SEYMOUR & CASTLE Ltd – TERMS OF SALE

WARRANTY a) All materials supplied shall be of good quality and suitable for their purpose and all work shall be performed in a sound and workmanlike manner in accordance with the Specification. b) If the materials or workmanship, the subject of any contract which may result from an order placed with the Company are not to the satisfaction of the person placing the order (hereinafter called “the Purchaser”) whether due to accident or any other cause, notice shall be given by the Purchaser to the Company in writing as soon as the alleged defect in the materials or workmanship shall come to his notice. If due notice shall be given of any such alleged defect, the Company undertakes to examine the same, and if any faults due to defective materials or workmanship shall be found in examination by the Company, the Company will repair or make good the defective part or parts without charge to the Purchaser provided always that this Warranty shall only be operative for a period ending six months after the Completion of any such contract as aforesaid, and thereafter the Company shall be under no liability whatsoever to the Purchaser provided further that this Warranty shall not extend to any consequential damage or loss and no claim in respect thereof shall in any circumstances be entertained by the Company.

PRICES All prices quoted by the Company shall be Net and exclusive of VAT and shall be firm for a period of 30 days of the date of quotation. All quotations based on the assumption that work shall be carried out during normal working hours, unless specifically stated otherwise.

PART ORDER If all the goods included in our estimate are not ordered we reserve the right to revise our quoted price.

CANCELLATION Contracts and orders may only be cancelled by customers with the written agreement from Seymour and Castle Ltd. Goods made to order cannot be cancelled. Materials ordered and paid for by the Company must be paid for by the customer.

TERMS OF PAYMENT 60% of the contract price due on delivery of the equipment and the balance due on satisfactory completion of the contract, unless stated otherwise. All works carried out by the Company, and any materials or equipment used in connection therewith shall remain the property of the Company, and such works, materials and equipment shall be deemed to remain in possession of the Company until payment of the full price has been made by the Purchaser. **Interest will be charged on overdue accounts at 2.5% per annum per month.** In the event of the Purchaser not making payment to the Company within one month of the receipt of any invoice of the amount shown due therein, **the Company may remove all materials and equipment and shall have the right (for that purpose) to dismantle any works which may have been erected,** and the Purchaser shall for the purpose of enabling the Company to exercise its rights hereunder, permit the workmen or agents of the Company to enter upon his premises for the purpose of effecting such dismantling and removal, and such right shall be without prejudice to the further right of the Company to recover the full amount due to it under any contract with the Purchaser in damages or otherwise. The acceptance by the Purchaser of this condition shall be fundamental to any contract.

SPECIFICATION AND DRAWINGS The Company shall be entitled to depart in minor respects from its specifications and drawings so far as may be necessary or desirable by reason of site conditions or unforeseen circumstances, and shall not be liable by reason of any such departures.

ALTERATIONS AND ADDITIONS In the event of the Company being requested by the Purchaser or his agent to make any alterations to any works undertaken by the Company (including work in progress) the Company shall be entitled to make extra charges to cover the cost of such alterations or additions and the Purchaser shall obtain an estimate of such extra cost from the Company and confirm his acceptance thereof before requiring any alterations or extra work to be put in hand. Invoices for such alterations or additions will be rendered by the Company to whom payment shall be made. Any failure on the part of the Purchaser to comply with this condition shall not affect the Company's right to recover from him any extra cost incurred by the Company.

DELAYS Delivery and completion dates quoted in the contract are based upon trading conditions prevailing at the date of the contract, but should the time for delivery or completion have to be extended because of delays due to causes beyond our control, e.g. adverse weather conditions, strikes, lock-outs and transportation delays, we cannot accept any liability for such delays.

ACCEPTANCE OF QUOTATION The Purchaser shall provide the Company with an official order in writing. Any failure by the Purchaser to comply with this condition shall in no way affect the terms and conditions of the Company.

LIMITATION OF AUTHORITY No servant or agent of the Company is authorised to modify, add to, omit or depart from any of the foregoing terms and conditions, and no modification, addition, omission or other departure therefrom shall be binding upon the Company unless the same shall have been agreed to or confirmed by the Company in writing before acceptance of any order. The Company's liability in respect of defects in materials and workmanship is limited as above mentioned and all express or implied Warranties or Conditions, statutory or otherwise as to quality or fitness, both as regards material and workmanship, for any purpose which otherwise might apply are hereby expressly excluded.

