



STANDARD TERMS & CONDITIONS OF TRADING

1. INTERPRETATION

- (i). In these conditions
“Company” means Spanwright Uk Limited, whose registered office is at Windmill Hill Business Park, Whitehill Way Swindon, SN5 6QR
“Customer” means the person or company who places an order for the purchase of Goods from the Company.
“Goods” means any product normally sold by the Company.
“Contract” refers to any contract or subcontract for the design, supply delivery and fitting or erection of Goods incorporating in all cases these terms and conditions.
- (ii). No variation to these conditions shall be binding unless agreed in writing by a Director of the Company. Any typographical, clerical or other error or omission in any sale literature, quotation, invoice or any other documentation issued by the company shall be subject to correction without any liability on the part of the Company.

2. SAMPLES, DRAWINGS, SPECIFICATIONS

- (i). The Company shall not be under any obligation to check or verify the accuracy of any plans or specifications supplied by the Customer or its agent, and the Customer shall be liable for any loss arising directly or indirectly from any error omission inaccuracy or fault in such plans or specifications. Where Goods are manufactured based on customers designs and specifications, no guarantee is given or implied as to the suitability for the purpose for which they are used.
- (ii). Once the Company produce a drawing for approval, all future correspondence concerning this item of work will relate to this drawing. Verbal instructions and additional issues of drawings cannot be accepted, only returned marked copies of our drawings will be worked from.
- (iii). Additional drawing work caused by incomplete or incorrect information provided by the customer or changed details may be charged for. The Customer shall be responsible for checking and approving drawings prepared by the Company to ensure that they meet the Customers requirements.
- (iv). Unless specifically stated in our tender offer we have not included for samples. Samples will be charged on a cost plus 20% basis.

3. ORDERS AND CANCELLATIONS AND TITLE RETENTION

- (i). No order which has been accepted by the Company shall be amended or cancelled by the Customer except with the prior written agreement of the Company. Failing such prior written agreement the Customer shall be responsible for the costs of amendments and in the case of cancellation shall be responsible for all costs damages expenses and loss of profits incurred by the Company. Acceptance by the Customer of the Company’s quotation will not constitute a contract until confirmed by us in writing.
- (ii). Goods sold ex stock are subject to availability at time of sale.
- (iii). Any contract arising from the Company’s quotation and any subsequent negotiations will include these terms and conditions of trading., and where there is a conflict between them these terms shall prevail.
- (iv). Any order placed by a Customer will be subject to approval by the Company’s Trade Indemnity insurers of the Customer’s credit status. The Company also reserves the right to review the Customer’s credit status and review terms of payment during the period of the Contract.
- (v). The Company reserves the right to use the service of subcontractors for the performance of any part of the Contract.
- (vi). The Company shall be entitled to automatically terminate and cancel the Contract without incurring any further liability to the Customer upon becoming aware of the insolvency of the Customer.

4. SUPPLIES IN EXCESS OF REQUIREMENTS

- (i). We will not take back any surplus material due to incorrect ordering nor will we issue any credit for same.

5. PRICES AND QUOTATIONS

- (i). Unless otherwise stated, prices quoted are based on costs current at time of quotation and will remain effective for a period of 30 days. The Company reserves the right to charge all subsequent increases up to the date of delivery upon notice of any such increases being given to the Customer. Prices are subject to increase without notice in the event of a general price alteration.
- (ii). Quotations are based upon production capacity being available and upon mutual agreement of a programme of supply at the time of order. Failure of the Customer to meet the obligations of this programme may cause disruption and the Company reserves the right to charge any additional costs arising there from. The Company will not be responsible for costs incurred by the Customer arising from revision of the programme of supply by the customer which results in further delays due to lack of production capacity.
- (iii). Delivery charges included in prices are based on full lorry loads. If part loads are required the delivery charge will be altered to reflect this.

6. DELIVERY

- (i). Where Goods are to be delivered, the Customer must ensure adequate access to the specified destination during normal working hours (8.30am – 5.30pm Monday to Friday excluding Bank Holidays). Quotations for delivery to site, unless otherwise stated, include for delivery to a point on a good hard road nearest to the site of the work quantities of not less than 20 tonnes, with the customer being responsible for unloading. The Company will take all reasonable care in the delivery of Goods, but will not be responsible for damage to roadways, pipes, sewers, manholes or bridges caused by the combined weight of the delivery vehicle and its load. The Company reserves the right to charge any additional cost for delivery outside these times.
- (ii). A maximum of two hours is allowed for the offloading of each conveyance used. We reserve the right to charge waiting time at a rate of £50 per hour or part thereof for all periods in excess of the limit.
- (iii). The Company shall not accept any liability for delays arising from shipping delays occasioned by adverse weather conditions at sea or any other thing or act outside of the Company’s reasonable control.
- (iv). Where goods are to be fitted and by reasons caused by others or any other act of thing outside of the Company’s reasonable control, additional visits to sites are required, the Company reserves the right to charge for all costs thereby incurred.
- (v). All delivery schedules must be confirmed 6 working days prior to delivery and all works will be carried out during normal working hours, unless otherwise confirmed.
- (vi). If the Company manufactures Goods to agreed delivery dates and, for reasons beyond its control, the Goods cannot or will not be accepted for delivery, it reserves the right to charge the Customer for either storage of the Goods until delivery, or the value of the manufactured Goods.
- (vii). Any delivery period offered by the Company is subject to receiving, with the Customer’s order, a fully phased programme along with all necessary design information and drawings including, but not limited to, dimensions, sections showing bearing conditions, loads to be applied to the Goods and service holes required.
- (viii). If the Goods are damaged or short delivered the Customer should inform the Company in writing within 5 days of the time of delivery and endorse the delivery ticket/docket describing the cause of the complaint. Failure to inform the Company in writing of any defect in delivery within the time specified will result in the Customer forfeiting the right to any remedial actions.



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7. TERMS OF PAYMENT

- (i). Unless agreed otherwise in writing, payment is due in full within 30 days of date of invoice. The Company reserves the right to give discounts for early payment at its discretion.
- (ii). The Company will charge interest on overdue accounts at 5% above LIBOR or such other rate as it may notify the Customer in writing from time to time.
- (iii). Failure to make payment in full by the due date may result in suspension of the supply of Goods on credit, and may in certain cases give rise to legal action for recovery of amounts outstanding.
- (iv). Retention may not be deducted.
- (v). Unless specifically stated in our offer we have not allowed for a Main Contractor's discount.
- (vi). We have not allowed for the provision of a Performance Bond.

8. RISK AND PROPERTY

- (i). Risk of damage to or loss of the Goods shall pass to the Customer
 - (a) in the case of Goods collected by the customer, at the time the Customer or his agent signs a delivery receipt or
 - (b) In the case of Goods delivered by the Company to the Customer, at the time of delivery to premises specified by the Customer, specifically when the delivery vehicle unloads all or part of the consignment.
- (ii). Notwithstanding passing of risk in the Goods, the property in the Goods shall not pass to the Customer until the Company has been paid in full for the Goods in good clean and cleared funds.
- (iii). Notwithstanding that the Goods remain the property of the Company; the Customer may sell or use the Goods in the ordinary course of the Customer's business.
- (iv). Until property in the Goods passes to the Customer, the Customer shall hold the proceeds of sale of the Goods upon trust for the Company in a separate bank account and shall at all times be identified as the Company's money and prior to payment for such Goods and the sale of such Goods, the Customer shall separately store and secure the Goods so as to clearly identify them from Goods which are the property of the Customer.
- (v). The Company shall be entitled to recover the price of the goods including VAT notwithstanding that the property in the Goods has not passed to the Customer.
- (vi). Until such times as property in the Goods passes from the Company, the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold by the Customer. If the Customer fails to do so, the Company may enter upon any premises owned occupied or controlled by the Customer where the Goods are situated and repossess the Goods and the Customer hereby grants to the Company an irrevocable licence permitting any such access. On making of such request the rights of the Customer under clause (iii) shall cease.
- (vii). The Customer shall not pledge or charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other right of the Company, if the Customer does so all sums whatever owing by the Customer shall forthwith become due and payable.

9. WARRANTIES AND LIABILITY

- (i). Subject to the conditions set below, the Company warrants that the Goods will correspond with any specification provided for the Goods and will be free from defective material or workmanship that would prevent them from being used for their intended purpose.
- (ii). The Company shall be under no liability under the above warranty.
 - (a) in respect of any defects arising from any drawing, design or specification supplied by the Customer
 - (b) in respect of any defect arising from normal wear and tear, wilful damage, negligence, installation or erection by the Customer or for parts covered by any manufacturer's guarantee
- (iii). War, fire, tempest, strikes, accidents, breakdowns, or any other circumstances beyond its control shall relieve the Company of all liability for loss, damage, injury of delay arising in connection therewith.
- (iv). Liability for defective Goods or workmanship shall be limited to the direct cost of replacement of those Goods or workmanship. No liability will be accepted for any consequential loss. For the avoidance of doubt the Company will be responsible for Liability for personal injury or death caused by the actions or omissions of the Company servants and/or agents.
- (v). In any event the Company shall not be liable for any defect that is not notified to it by the Customer in writing within 14 days of the Customer becoming aware of the defect
- (vi). In any event the liability of the Company under this or any warranty given by the Company shall not exceed the value of the Contract and shall only be in respect of any claim notified to it by the Customer in writing and received by the Company within 12 months from the date of delivery or collection of the Goods

10. INTELLECTUAL PROPERTY INDEMNITY

In the case of goods manufactured or supplied in accordance with the Customer's drawings and/or specifications, the Customer hereby agrees to fully and effectively indemnify the Company against any liability, costs, expenses howsoever arising incurred by reason of the Goods infringing the intellectual property rights of a third party as a result of the manufacture, storage or possession of the Goods by the Company.

11. GENERAL

- (i). These conditions and the contract between the Company and the Customer shall be governed by English law and the parties agree to submit to the non-exclusive jurisdiction of the Courts of England.