

# *“Safety Compliance Experts”*

## **Terms and Conditions of Sale**

### **1. Definitions**

In these Conditions the following expressions shall have the following meanings:

***“The Company”*** means Safetest Compliance Services Ltd. and where the context permits its assigns and any sub-contractor for the said Company.

***“Goods”*** means the articles or items or services or any of them described in the contract.

***“The Customer”*** means the person, firm or company with whom the contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company.

***“Company's Premises”*** means the premises mentioned in the Company's quotation or other contractual document or if not so mentioned means the Company's premises at Safetest Compliance Services Ltd, Unit 5, Castle Road Industrial Estate, Ellon, Aberdeenshire, AB419RF.

### **2. General**

All orders are accepted and executed on the understanding that the Customer is bound by these Terms and Conditions of Sale. Where there is any inconsistency between these Terms and Conditions of Sale and any Conditions that the Customer may seek to impose these Terms and Conditions of Sale shall prevail.

### **3. Validity of Quotation**

The Company reserves the right to refuse the Customer's acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance of the Company's quotation by the Customer until notice of acceptance of the order has been given in writing which shall have been signed by the Company's duly authorised representative or the Company has indicated its acceptance of the order by making delivery or part delivery of the Goods. In the event that no quotation is given by the Company, and it has received an order from the Customer, all Goods are supplied subject to these Terms and Conditions of Sale. Any quotation includes only such Goods accessories and work as are specified therein.

### **4. Basis of Quotation**

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The quotation remains open for a period of one calendar month unless previously withdrawn. Thereafter, the Quotation is subject to re-confirmation or adjustment by the Company upon written request of the customer.

- i. All increases in labour and/or material cost arising after the date of quotation may be recovered from the Customer unless the quotation expressly excludes this condition.
- ii. The quotation(s) are based on the work being affected during normal working hours, Monday to Friday.
- iii. Variations or additional work shall be charged on time and material basis unless subject of a separate quotation accepted by the Customer.
- iv. The laying of cables and conduits runs is by shortest practicable routes.
- v. Work by other Trades, any statutory fees, or charges for work done by Supply Authority or Local Authority is not included.
- vi. While reasonable care will always be taken, the quotation does not include for incidental redecoration or other works consequent upon the proper execution of the work.

### **5. Prices**

Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of supply and any price list of the Company whether published or not shall not affect the right of the Company to charge for Goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the then appropriate rate.

### **6. Completion**

The Contractor shall endeavour to carry out the work within the period stipulated or, if no period is stipulated, within a reasonable time, but shall not be held responsible for any loss or damage arising out of delay due to any cause beyond the Contractor's control.

### **7. Terms of Payments**

Payment in full shall be due on completion of the work and shall be made within 14 days of the date of our invoice or written application submitted by the Contractor.

- i. Where the Contract Period is in excess of 4 weeks, written applications/invoices may be submitted monthly for the total value of work executed – less previous payments – the net amount due to be paid by the Customer within 14 days.
- ii. Without prejudice to any other rights it may have the Company is entitled to charge interest at 3% above the Current Base Rate of The Royal Bank of Scotland on overdue payments of the price of the Goods or the price of any instalments thereof such interest to run from the due date for payment until payment in full is received whether before or after judgement.

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- iii. Non account customers may be required to make a 50% advanced payment to secure contractual commitments between the Contractor and Customer.

The price of the Goods shall be due in full to the Company in accordance with the terms of the contract and the Customer shall not be entitled to exercise any set-of lien or any other similar right or claim.

### **8. Credit**

Any contract shall be subject to the Company being satisfied as to the Customer's credit worthiness and without prejudice to the generality of the foregoing the Company may (in its absolute discretion) having informed the Customer that the Goods are ready for delivery, refrain from delivering the Goods until such time as the Customer tenders the purchase money to the Company in a form satisfactory to the Company.

### **9. Carriage**

Unless otherwise specified the price quoted includes delivery from the Company's Premises to the Customer within the Company's normal delivery area, details of which are available on request. The Company reserves the right to choose the method of transport and to charge for deliveries outside the Company's normal delivery area.

### **10. Consequential Loss**

Without prejudice to the Customer's Statutory rights, the Contractor will pass to the Customer the benefit of any guarantees the Contractor has received in respect of materials supplied by the Contractor and undertakes to repair or, if necessary, replace free of charge any materials or work found to be defective if the defect is due to faulty workmanship by the Contractor, his servants or agents and is brought to his attention within 12 months of the completion of the work, provided nevertheless that:

- i. The Contractor accepts no responsibility for any drawing, design or specification not prepared by him.
- ii. The Contractor's responsibility to the Customer is limited to the fulfilment of the contract in a proper and workmanlike manner and the Contractor shall not be liable for any consequential loss or damage arising out of the execution of the Contract, unless due to the negligence of the Contractor, his servants, or agents.
- iii. The Contractor shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the Customer or by the Contractor, his servants, or agents at the Customer's request before it is handed over for beneficial use.

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- iv. The repair or replacement of any faulty work or materials shall only be carried out by the Contractor, his servants, or agents; otherwise the Contractor's warranties as to repair or replacement shall not apply.
- v. The Contractor will take reasonable care but accepts no liability for damage to furniture or other fixtures and fitting which have to be moved by the Contractor or his workmen in order to carry out the Contract Works. Without prejudice to this the Contractor will maintain adequate Public Liability Insurance cover for at least the duration of the Contract.

### **11. Loss or Damage in Transit**

When the price quoted includes delivery the Company shall repair or replace free of charge Goods damaged in transit or not delivered in accordance with the Advice Note provided that the Company is given written notification of such damage or non-delivery within such time (being not more than 7 days) as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit or, where delivery is made by the Company's own transport, within 7 days of receipt of the Advice Note.

### **12. Passing of Property and Risk**

Unless otherwise agreed the property in the Goods supplied shall pass to the Customer when the purchase price of the Goods is paid in full. The Goods shall be at the entire risk of the Customer from the time the Goods are delivered to the Customer or to any third party on the Customer's instructions.

### **13. Warranty**

Unless otherwise agreed in writing the Company will give the Customer a warranty equivalent (if any) to that which the Company may have received from the supplier of the Goods to the Company. Save as aforesaid the Company shall not be under any liability in respect of defects in Goods delivered

### **14. Return of Goods**

In no circumstances may Goods supplied against a firm order be returned without the Customer having first applied for and obtained the written consent of the Company

### **15. Descriptive Matter & Illustration**

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All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only and are intended only to present a general idea of the Goods to which they refer and shall not form part of any contract.

### **16. Confidentiality**

Each Party undertakes that, except as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 12 months after its termination:

- i. keep confidential all Confidential Information;
- ii. not disclose any Confidential Information to any other person;
- iii. not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and or the Contract;
- iv. not make any copies of, record in any way or part with possession of any Confidential Information; and ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clause 16 (i)

### **17. Variations**

In the event of variation or suspension of the work on the Customer's instructions or by reason of a lack of instructions, the contract price shall be adjusted to reflect costs involved.

### **18. Default or Insolvency of Customer**

If the customer shall be in breach of any of its obligations under the contract or if any distress or execution shall be levied on the Customer's property or assets or if the Customer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Customer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a receiver administrative receiver or administrator of the whole or any part of such company's undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Customer or may (without prejudice to the Company's rights subsequently to determine the contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods until any defaults by the buyer be remedied.

### **19. Frustration**

The Company shall be entitled, without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries, if the completion of the manufacture of the Goods by the Company or the Company's

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suppliers is prevented, hindered or delayed whether directly or indirectly, by reason of the Customer failing to furnish necessary information or instructions, or by any other reason whatsoever beyond the Company's or its sub-contractors' control, whether such cause exists at the date of the order or not.

### **20. Force Majeure**

No Party to the agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 30 days, the other party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the agreement.

### **21. Copyright**

All drawings descriptions and other information submitted by the Company shall remain the property of the Company together with the copyright therein. All such information submitted, including the prices quoted, is to be treated as confidential information provided only for the purposes of evaluation by the Customer in connection with its' requirements. None of the information may be used by the Customer for any other purpose nor may it be disclosed by the Customer otherwise than, first to members of its staff who will be engaged in the evaluation and, secondly, to representatives of any Organisation acting in the capacity of Professional Advisor to the Customer. Before making such information available for evaluation the Customer must bring this clause to the attention of all those concerned. In the event of any such information being made available by the Customer or the Customer's staff or agents other than as described above the Company shall, at its discretion and without prejudice to any other rights, be entitled to make a charge for such information at the then applicable price.

### **22. Legal Construction**

These Terms and Conditions of Sale shall be construed in accordance with the Laws of Scotland.