

TIDYCO LTD TERMS AND CONDITIONS OF SALE

GENERAL CONDITIONS OF SALE

1. Definition and Law

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us “We” and “Us” means the seller of the Goods. “You” means the buyer of the Goods. These Conditions exclude any terms and conditions you may have put forward, except where we have agreed to any amendments or other conditions in writing. These conditions do not affect your statutory right of a person dealing as a consumer as defined by the *Unfair Contract Terms Act 1977* or any statutory modification of that act. The contract will be governed by and interpreted in accordance with English Law.

2. When the Contract Comes into Being

The Contract comes into being when you have placed an order giving details of your requirements and have agreed to be bound by these Conditions and we have accepted your order.

3. Receipt

You, or the Recipient on your behalf, will receive and unload the Goods and should check them for quantity and condition in the presence of the carrier. If there is a shortage or if any of the Goods are in an unsatisfactory condition, you or the Recipient must so endorse the carrier’s delivery document and must give a separate written notice of this to us within three days of delivery, if this condition is not observed, no claim in respect of shortage or unsatisfactory condition of the Goods will be entertained.

4. Risk and Title to Goods

(i) The risk in the Goods will pass to you immediately on delivery or the Goods to you or to the Recipient.

(ii) The ownership of the Goods will remain with us and we reserve the right to dispose of the Goods until you have paid in full for all Goods which we have supplied at any time to you. Until such payment has been made in full you will hold the Goods on our behalf and will be under an obligation to return them to us on demand. You will permit us to enter any land or premises of your to recover our Goods.

5. Limit of our Liability

(i) All times which we state or quote for delivery are approximate.

(ii) We will not be liable for any delays caused by any circumstances beyond our reasonable control.

(iii) We will not be liable for any indirect loss, loss of business, profit, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, unsuitability, breakdown or stoppage of the Goods or any part of them.

6. Rights Reserved

Any failure by us to enforce any or all of these conditions shall not amount to or be interpreted as a waiver of any of our rights.

7. Separate Terms Validity and Heading

If any term in this Contract is held invalid, this shall not affect the Validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.

CONDITIONS FOR THE PROVISION OF SERVICES

Contract Services

If the Contract is for Services to be performed by Tidycos Ltd (“Tidy”) whether of installation, commissioning, repair, rectification or improvement then unless the Contract otherwise provides the following additional Conditions shall apply thereto:

1. Overtime

Tidy shall be obliged to carry out such services only during normal working hours. If the Customer requests that overtime be worked and Tidy agrees thereto such overtime shall be paid for by the customer in addition to the Contract price at the rate current in the trade and locality concerned.

2. Premises

If the services are to be carried out at the premises of the Customer or at his request at the premises of any other person than the Customer undertakes to provide or procure the provision free of charge of:

(i) Proper and safe storage and protection of all goods, tools, plant and equipment and materials on site;

(ii) Free and safe access to the site and to the point at which the work is to be executed;

(iii) All facilities and service necessary to enable such work to be carried out safely and expeditiously;

(iv) If such work includes the installation of any goods, all builders work, foundations, cutting away and making good must be completed by the customer. All plant and equipment as to permit such goods to be tested forthwith on completion of such work, must be readily available.

And the Customer shall pay to Tidy the amount of any expenses incurred by Tidy by reason of any breach by the Customer of any of its undertakings in this sub-clause but without prejudice of Tidy’s right to recover further damages: a certificate of Tidy’s auditors certifying such further amounts shall be conclusive and binding upon Tidy and the customer.

3. Where the goods and services are to be supplied onwards to the Customer they shall at all times be at the sole risk of the Customer and if any part thereof is lost, damaged or destroyed through any cause whatsoever Tidy shall be entitled to change as a variation to the contract for the restoration of any goods or service so lost damaged or destroyed.

FURTHER TERMS AND CONDITIONS OF BUSINESS FOR ALL CONTRACTS

1. Order and Specification

The Customer shall be responsible to Tidycos Ltd (“Tidy”) for ensuring the accuracy of terms of any order (including an applicable specification) submitted by the Customer, and for giving Tidy any necessary information relating to the Goods or Service within a sufficient time to enable Tidy to perform the Contract in accordance with its terms.

2. Price

The price of the Goods or Services supplied by Tidy is ex-works and exclusive of V.A.T. and where Tidy agrees to deliver other than at Tidy’s premises the Customer shall be liable to pay Tidy’s charge for transport packaging and insurance.

3. Warranties and Liability

(i) Subject to the conditions set out below Tidy warrants that the Goods or Service will correspond with their specification at the time of Delivery or Supply and will be free from defects in material and workmanship for a period of twelve months from the date of delivery.

(ii) The above warranty is given by Tidy subject to the following conditions:

1. Tidy 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 seller’s instruction (whether oral or in writing), misuse or alteration or repair of the Goods without Tidy’s approval.

2. The above warranty does not extend to parts, materials or equipment not manufactured by Tidy in respect of which the Customer shall only be entitled to the benefits of any such warranty or guarantee as is given by the manufacturer to the Seller.

(iii) Save as aforesaid all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law save where the customer is dealing as a customer (as defined under the Unfair contract Terms Act 1977).

(iv) Defects in quality or condition or failure to meet specification shall be limited to the refund or replacement or the repair of the relevant defect or replacement of the defective goods or services as Tidy shall elect. Tidy shall save in respect of death or personal injury caused by Tidy’s negligence, have no liability to the customer for consequential loss or damage.

(v) Tidy shall not be liable to the customer for any delay beyond its reasonable control.

4. Payment

Where monthly account facilities have been granted to the buyer in writing, all invoices must be paid by the last day of the month following the month of delivery, where no such facilities have been granted, payment will be with order or where previously agreed on delivery. Where these terms are exceeded the Seller shall be entitled to interest on the amount that is overdue at the Barclays Bank PLC Base Rate plus 4% calculated on a day basis. This shall be without prejudice to any other rights or remedies of the Seller. Any legal charges incurred in the recovery of money or Goods will be paid by the buyer.

5. Jurisdiction

This contract shall be governed and construed in accordance with English Law and the company and the customer hereby submit to the jurisdiction of the English Courts.

Directors: D W Tidy, J P Tidy

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