



COMMERCIAL TERMS AND CONDITIONS

1. In these Terms and Conditions of Sale ("Conditions"):

"Advanced assistance" means any request for support or assistance which is deemed by the Company, at its sole discretion, to be chargeable.

"Buyer" means the person(s), firm(s), or organisation(s) named as the "Buyer" in the Purchase Order received by the Company and or named in the "Order Acknowledgement" and or the "Order Confirmation".

"Company" means Traffik UK Limited.

"Company's Premises" means the Company's office or offices from which Goods are supplied to the Buyer.

"Contamination" any deviation from the original Product supplied to the Company for testing and that forms the basis of the in-date specification and/or quotation.

"Contract" means the contract for the sale of the Goods or Services by the Company to the Buyer and or the Maintenance Contract deriving from the sale of the Goods or Services by the Company to the Buyer incorporating these conditions and other conditions that may be referred to within these conditions arising from the Company's confirmed acceptance of the Buyer's order by way of an "Order Confirmation".

"Delivery Vehicle" shall mean any vehicle upon which the Goods are tendered for delivery.

"Goods" means the material products, chemicals, machinery, labour, travel and subsistence costs, consulting services, sample trials, installation costs, expenses or other goods which are the subject of the Contract.

"Helpdesk" means the email regulatory support provision which may be provided by the Company to the Buyer for regulatory enquiries.

"Installation" means any services carried out to or goods applied to any surface on or in the Buyers premises.

"Loan" means the supply of goods by the Company to the Buyer on a temporary basis.

"Location" the place, size and construction where the Company will delivery and/or install the Goods and Services.

"Maintenance Contract" means the supply of goods and services for a specified period with the

intention of maintaining the designated property or part of that property to the 'Scope of Works' that determine the contract.

"Manufacturer" the original equipment manufacturer of any 'Goods' supplied by the 'Company'.

"Order" means any document or verbal instruction received from the Buyer which commissions or instructs the supply of Goods or Services from the Company and which is accepted as such by the Company by the issue of an "Order Confirmation".

"Order Acknowledgement" means any document issued by the Company, and endorsed with the words "Order Acknowledgement", in acknowledgement of the Buyer's purchase order for Goods or Services from the Company. The issue of an "Order Acknowledgement" by the Company does not constitute an acceptance of the Buyer's purchase order for Goods or Services from the Company.

"Order Confirmation" means any document or invoice issued by the Company, and endorsed with the words "Order Confirmation", in confirmation and acceptance of the Buyer's purchase order for Goods or Services from the Company, such acceptance being confirmed by the issue of an "Order Confirmation".

"Product" means the material to be cleaned, treated or coated by the Company.

"Purchase Order" means any document received from the Buyer which commissions the purchase of Goods or Services, and which is accepted by the Company as a Purchase Order. The decision as to what constitutes a "Purchase Order" shall be at the sole discretion of the Company.

"Quotation" means the document issued to the Buyer which details the Goods and or Services offered by the Company and the prices applicable at the date of issue as marked on the face of the document.

"Rental" means the provision of Goods to the Buyer for a period fixed by contract in return for the payment of an amount fixed by contract.

"Rental Period" means the fixed period for which Goods are supplied to the Buyer under a Rental arrangement.

"Job Sheet" means the document used by the Company to confirm the provision of goods and services and which is endorsed with the words "Job Sheet".

"Services" means the services which are the subject matter of the Contract.

"Software" means computer programs, procedures and associated documentation that are created and/or supplied by the Company. This includes all media, documentation, output and data in whatever form and however stored or held.

"Scope of Works" means the overall scope and/or detail of works to be completed by the 'Company' on behalf of the "Buyer".

“Terms and Conditions” means the latest release of these Terms and Conditions as available from the Company website

“Works” means products and or services to be supplied to the Buyer.

“Warranty” means ‘Goods’ supplied are guaranteed against material or manufacturing faults for the duration of the manufacturer’s guarantee.

2. The Agreement

These Conditions shall be incorporated in any and all agreement(s) from time to time entered into between the Company and the Buyer for the sale of any Goods, the supply of any Services, Goods or Maintenance Contracts by the Company to the Buyer. These Conditions shall apply in place of and prevail over any terms or conditions or sub-contract contained or referred to in the Buyer’s order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by the Company and any purported provisions to the contrary are hereby excluded or extinguished. The Company reserves the right to amend these Terms and Conditions from time to time and the Buyer accepts that any and all such amendments shall form part of these Terms and Conditions immediately they are either notified to the Buyer or in the alternative they are posted onto the Company’s web site at www.traffik.uk.com . The Buyer irrevocably accepts that they shall be immediately bound by any and all such amendments immediately they are either notified to the Buyer or in the alternative that they are posted onto the Company’s web site at www.traffik.uk.com. The Buyer irrevocably accepts that it is the Buyers responsibility to check the Company’s web site at www.traffik.uk.com on no less than a monthly basis, to download the latest release of the Terms and Conditions and to take full account of the provisions contained therein. The Buyer irrevocably accepts that they shall remain bound by the Company’s Terms and Conditions in perpetuity unless or until the Company has confirmed that the Buyer has fully and properly completed the termination procedure specified in Clause 14 below. The Company shall not be required to confirm that the Buyer has checked the Company’s web site or to confirm that the Buyer has downloaded the latest version of these Terms and Conditions. The written Quotation issued by the Company and the latest release of these Terms and Conditions together represent the complete agreement between the Company and Buyer with regard to the Goods and or Services and contain or refer to all terms agreed, made or relied upon by either party in connection with the Goods, Services, Products or Maintenance Contracts. Acceptance by the Buyer of any Quotation issued by the Company shall constitute an unreserved acceptance of the Quotation and of all the Clauses and sub-Clauses contained herein. In the event of there being any conflict between these Conditions and any Quotation issued by the Company, then the Clauses and sub-Clauses in these Conditions shall take precedence. The Company shall be entitled to require the Buyer to provide a Purchase Order or other Order in a form acceptable to the Company. The decision on the acceptability of any Purchase Order or other Order or notification shall rest solely with the Company.

3. Information, Sampling and Testing

3.1 Company’s catalogues, instruction leaflets, manuals, drawings, illustrations, specifications, and price lists do not constitute offers made by the Company and the Company reserves the right to

withdraw or revise the same at any time prior to the issue of the Order Confirmation and or the delivery/installation of the Goods or Services.

3.2 It is a requirement of these terms and conditions and any quotations or specifications to be prepared on behalf of ANY client for all services that a Product sample test is completed in advance of quotation or specification submission on behalf of the Company to the Client, should the company demand such. Should this process not be completed to the Company's satisfaction, it will render any element of communication regarding specification, quotation or Works to be null and void.

3.3 For all materials other than carpet the Company must receive at least THREE samples of each Product for testing with one to be retained by the company. This process must be completed in all cases and it is the responsibility of the supplying company/client to ensure that this condition is fulfilled. Traffik UK Limited cannot be held responsible for any failure due this condition not being met.

3.4 Sample and pendulum testing completed at the Company Head Office may be subject to video recording for file and future reference.

3.5 Carpet samples will be carried out in situ on the client's premises and will be charged by the Company to the client as a paid trial, unless otherwise marked on the quotation or agreed in writing by a director of Traffik UK Limited.

3.6 Coating samples carried out on the company premises and will be charged by the Company to the client as a paid trial, unless otherwise marked on the quotation or agreed in writing by a director of Traffik UK Limited. NO warranty to final finish, slip resistance or colour is implied or given. The company will provide coatings that meet RAL specification and will not warrant any variation in colour or finish shade.

3.6 The client irrevocably accepts that any specification is their responsibility and not that of the Company. All samples and tests completed by the Company serve to be a guide only and do not constitute a contract of any kind.

3.8 The Company shall take reasonable care to ensure that all samples, drawings, designs specifications and particulars of weights, volumes and dimensions submitted by the Company are exact and accurate but notwithstanding, these are approximate only and the Company shall have no liability in respect of any deviation there from. The Company accepts no responsibility for any errors, omissions or other defects in any samples, drawings, designs or specifications unless otherwise agreed in writing.

3.9 Any deviation from the specification described by the Company in terms of (but not exhaustively) Location, Product, Contamination of any Product or surface, will render null and void any submitted quotation from the Company to the Client and will require a new sampling test, specification and quotation prior to any Works commencing.

4. Pendulum Testing and Goods Specification:

4.1 The Company pendulum test according to BS7976/UK Slip Resistance Group (UKSRG) guidelines.

4.2 All pendulum testing is completed under the terms of the Company's method and frequency of testing, described in the quotation supplied, or separately supplied method statement and risk assessment. Any additional requirements to this method must be specified by the client in advance of works commencing and additional costs may be applied by the Company as a result.

4.3 The client irrevocably accepts that any specification as a result of sample treatment or pendulum testing by the Company is the responsibility of the client not that of the Company. All samples and tests completed by the Company serve to be a guide only and do not constitute a contract of any kind.

4.4 Any sample treatments or pendulum test results completed by the Company relate solely to the sample tile supplied or floor (in-situ) tested on behalf of the client. The Company accepts no liability for any variation of tile or other element.

4.5 All applications of surface products or coatings including (but not exhaustively) PU systems, floor polish systems, and industrial coatings require appropriate cure time. The appropriate cure time is confirmed with the client by the Company who accept no liability whatsoever for any compromise to the performance of the floor coating caused by the failure of the client to adhere to these requirements.

4.6 The client irrevocably accepts that the maintenance of any pendulum value as a result of installation of 'Goods' or 'Services' by the Company is the responsibility of the client not that of the Company. All installations and tests completed by the Company serve to be a guide only at the point of installation and do not constitute a contract of any kind.

4.7 The Company shall have no liability whatsoever, at any time, in respect of any slip, trip, accident, injury or claim associated with any floor treated or coated by the 'Company'.

5. Prices

5.1 The Company may increase its list prices from time to time. Any price quoted is the Company's price current at the date of any estimate or quotation based upon the cost of Goods, labour, equipment and operations at the time of the Company's last price review. Unless otherwise agreed in writing, deliveries will be made at the Company's prices ruling at the date of delivery, supply or collection and in the event of any variation in such costs the Company will adjust prices accordingly and the Buyer accepts liability for any increase in price that may arise.

5.2 Any quotation is based upon specification submitted by the company at the time of Product testing and sampling. Any deviation from the original and in-date specification and /or quotation that causes the Company to incur (whether directly or indirectly) increased costs in connection with any quotation, the Company shall be entitled to recover these extra costs from the Buyer as increases to such quoted price or prices.

5.2 VAT and any other tax or duty payable by the Buyer shall be added to the price at the rate applicable at the relevant tax point.

5.3 Any quotation is based upon the types or rates of tax contributions or levies in force at the date of such quotation and if any change thereto causes the Company to incur (whether directly or indirectly) increased costs in connection with any quotation the Company shall be entitled to recover these extra costs from the Buyer as increases to such quoted price or prices. All costs and charges relating to currency conversion shall be the responsibility of the Buyer.

5.4 Any quotation given by the Company must be accepted as a whole unless the Company expressly agrees in writing to any alterations.

5.5 Unless relating to services installed (including but not exhaustively, carpet cleaning, hard floor maintenance, anti-slip services, floor seal applications, pendulum testing), prices only cover delivery or collection from the Company's premises during normal working days and during the Company's normal working hours. Upon the Buyer's request and at the absolute discretion of the Company delivery may be made on, or collection effected at, any time outside such times but such delivery or collection will be charged for by the Company and paid for by the Buyer as an increase to the quoted price or prices unless the quotation expressly provides for delivery or collection during these periods at no additional charge.

6. Quotations:

6.1 Any quotation of which these Conditions form part will remain open for acceptance for a period of 14 days from the date thereof unless otherwise marked on the quotation or agreed in writing and subject always to Sub-Clause 4.1. The Company shall be entitled, at its sole discretion and without explanation, to reject any acceptance by the Buyer of any quotation issued by the Company whether the acceptance of such quotation is confirmed by the Buyer within 14 days from the date marked on the quotation or within any other date endorsed upon that quotation. The Company shall be entitled, at its sole discretion and without explanation, to reject or cancel any Purchase Order or Order received from the Buyer at any time irrespective of whether that Purchase Order or Order had been previously accepted or confirmed by way of the issue of an Order Confirmation. The Company shall not be required to provide any explanation for the refusal of any Purchase Order and the Buyer accepts that they shall have no entitlement to issue any claim against the Company which is based directly or indirectly on any assertion or claim that the Company did not accept any Purchase Order or on the basis that any Purchase Order was cancelled or rejected by the Company. The Buyer irrevocably accepts that they shall not be entitled to cancel any purchase order issued to the Company without the written consent of the Company. The Buyer irrevocably accepts liability for any and all charges or invoices raised by the Company pursuant to any order issued by the Buyer irrespective of any postponement or cancellation of such order by the Buyer.

6.2 Subject to Sub-Clause 3.3 no offer, obligation or agreement relating to the sale of the Goods or supply of the Services is binding on the Company unless and until it is accepted by the issue of an Order Confirmation which shall be endorsed with the words "Order Confirmation" and no variation, amendment or addition to the Contract or these Conditions shall have effect other than with the prior written agreement of an authorized representative of the Company (Such being subject to

the provisions of Clause 3.1). In the event that the Company rejects or cancels any Purchase Order or Order accepted from the Buyer, at any time, the Company shall be released from any obligation or liability, (with the exception of any liability covered under the provisions of Clause 14) that may have been entered into or created by way of the acceptance or confirmation of that Purchase Order or Order. It is the 'Buyers' responsibility to ensure all details of their purchase order meet their requirements in terms of quantities, volume, timings, process and methods based on manufacturers guidelines. The 'Company' hold no liability in this regard.

6.3 Delivery of Goods or Services by the Company consequent upon receipt of a verbal order, which has been accepted by way of the issue of an "Order Confirmation", shall be deemed to be pursuant to a Contract and the person, firm or company named on the consignment note or invoice accompanying or following such delivery shall be the Buyer for the purposes of the Contract.

7. Payment Terms

7.1 Payment shall be made by the Buyer to the Company as follows: 100% no later than 30 days following receipt of the order acknowledgement or otherwise as set out on any quotation or estimate provided or on the Order Confirmation.

7.2 Where Goods are to be supplied on a cash sale basis no Goods will be supplied until the Company representative has received payment in full of any outstanding invoiced amount. Where such payments are received in the form of a cheque, the Buyer undertakes that payment to the Company against such cheque will not be stopped for any reason within the Buyers control whatsoever. Further in the event of the payment against any cheque being stopped or refused the Buyer shall be fully liable to the Company for any direct or indirect, consequential or economic loss or costs of any kind whatsoever, including loss of profit, which the Company may suffer by reason of the payment being stopped or refused and any legal costs or charges that may arise as a direct or indirect result.

7.3 All invoices for Goods and Services supplied by the Company will be factored through HSBC (UK) Invoice Finance Dept. The only exception to this is if payment is made in advance of Goods and / or Services being supplied by the company.

7.4 In the event of any payment under the Contract becoming overdue (and without prejudice to any other right the Company may have) the Company shall be entitled to charge interest at the rate from time to time under the Commercial Debts (Interest) Act 1998 as amended and related legislation. The Company shall, in addition, be entitled to claim and to receive compensation pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 and statutory interest pursuant to said Act. Further the Company shall be entitled to raise further invoices against the Buyer in respect of any legal costs or disbursements that it may incur directly or indirectly as a consequence of legal action being initiated as a result of the Buyer failing to make payment.

7.5 In the event of any payment not being made when due or if the Company at its discretion at any time considers the financial circumstances of the Buyer (including references as to credit worthiness) have ceased to justify the terms allowed or if the Buyer or any associated company thereof is in default of any contract with the Company or any associated company thereof the Company reserves

the right, without notice, to:

(a) refuse to execute any order or to suspend deliveries, or services, or support, or to cancel any allowance of further credit; or

(b) require full or partial payment of the price of the Goods prior to delivery and /or installation, or the provision of security for payment by the Buyer in a form acceptable to the Company.

7.6 The invoices raised by the Company through HSBC (UK) Invoice Finance will not include any Bank charges or currency conversion charges that may arise as a result of the manner in which the Buyer makes payment and the Buyer accepts that all such charges are payable by the Buyer.

8. Delivery/Installation

8.1 All delivery and/or installation of Goods and/or Services will be subject to these terms and conditions and the terms of the Specification described by the Company at the point of quotation.

8.2 Where Goods are to be delivered and/or Installed to the Buyer the Buyer shall provide full information as to where delivery and/or Installation is to be completed. The Buyer shall be responsible for supervising completion of delivery and/or installation. The Buyer shall reimburse to the Company all expenses incurred as a result of the Company being prevented from or delayed in making any delivery or installation whether by the acts or omissions of the Buyer, his servants or agents or otherwise.

8.3 The Company will carry out the Works as described in the 'Works' and or the 'Scope of Works' subject to these terms and conditions and with due diligence.

8.4 The Company will include the price for surface grout residue removal in all quotations relating to preparation of all stone floors. The client accepts that should grout residue removal be required it may change the appearance of the floor finish and as such is required to sign acceptance prior to commencement. If, in the judgement and solely at the discretion of grout removal is the Company's and if not required a credit note will be raised by the Company for the value of the grout removal as listed on the latest quotation for the related works.

8.5 The client accepts that floor maintenance completed on their behalf by in-house cleaners or third party cleaners post work completed by the Company must be accordance with recommendations and or instructions supplied by the Company.

8.6 Fixtures and fittings including (but not exhaustively) doors, chairs and tables etc. must be adjusted and modified according to the agreement and advice to the client either in writing or verbally by the Company.

The Company accept no liability whatsoever for any damage, or compromise to the floor coating caused by the client's failure to make the recommended adjustments or modifications.

8.7 The Company accepts no responsibility or liability for the provision of barrier systems, area protection, resident, staff or public safety management during the delivery of any of Goods or

Services. It is the 'Buyers' responsibility to ensure that the area subject to the Scope of Works has the appropriate barrier system and people management support to ensure no-one, without exception, is allowed to enter this area at any time during the works. All costs and charges relating to any damage or issues caused by a third party entering the area shall be the responsibility of the Buyer.

8.8 Delivery and installation of machinery items will be to the agreed terms set out in the quotation supplied and within the time frame of such quotation. Any additional requirements will subject to an additional quotation from the company.

8.9 Where Goods are to be supplied ex the Company's Premises: -

(a) The Goods will be delivered into the Buyer's vehicle at a suitable delivery point at the Company's Premises as directed by the Company's representative. Where reasonably practicable, notice shall be given by the Buyer of the date and time when the Buyer's vehicle will collect the Goods.

(b) When at the Company's Premises the Buyer its servants and agents must obey the Company Site Rules and the instructions of the Company representative.

(c) The Buyer's vehicle will be loaded with all reasonable dispatch but the Company shall not be liable for any delay in the delivery of Goods into the Buyer's vehicle or any loss consequent thereon.

8.10 Risk in delivered Goods shall pass to the Buyer at the moment they are tendered for delivery and for collected Goods risk shall pass at the moment of discharge at the delivery point at the Company's Premises.

8.11 Any period or date for delivery and/or Installation stated in the contract is an estimate only and is not a contractual commitment and the Company shall not be liable for any damages or losses arising out of failure to meet such period or date. The Buyer accepts that time shall not be of the essence in the supply or installation of Goods or the delivery of any Services. The Company shall be entitled at its sole discretion to vary or change, without notice, any proposed or indicated delivery and/or installation date unless the Company has agreed in writing to a guaranteed delivery and/or installation date and where such written agreement specifically specifies that such delivery date is so guaranteed.

8.12 If the Buyer refuses or fails to take delivery and/or installation of the Goods or Services tendered in accordance with the Contract or fails to take any action necessary on its part for delivery and/or installation of the Goods or Services, the Company shall be entitled to terminate the Contract with immediate effect, to dispose of the Goods as the Company may determine and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure and in any event to retain any payment made prior to such refusal or failure.

8.13 If the Buyer requests postponement of delivery of Goods or Services beyond the estimated or indicated delivery date and the Company agrees to such postponement the Company may at its option exercisable by notice to the Buyer treat the risk in the Goods as having passed to the Buyer and store the Goods at the Buyer's expense (but without liability). Should the Goods 'use by date' expire in the time of the delay the Company may, at their discretion, transfer liability of the replacement cost to the Buyer.

8.14 In the event that Buyer issues a written request for the delivery of data, output or documentation which has been commissioned under a Consultancy Services agreement, or order, before the Company has issued the Buyer with written notification that the Consultancy services project has been signed off and completed then such request from the Buyer shall be deemed to be a binding acceptance by the Buyer that the Company has fulfilled all of its obligations in respect of said Consultancy Services agreement, or order. The delivery, by the Company, to the Buyer, of the data, output or documentation which was commissioned under said Consultancy services agreement shall render all invoices issued by the Company in respect of Consultancy Services agreement, or order immediately due and payable. In such circumstances the Buyer shall not be entitled to any reduction or discount in the invoiced amount what so ever.

8.15 In the event that Buyer requests or notifies postponement or cancellation of delivery and/or installation of Goods or Services, after a confirmed delivery and/or installation date has been notified to the Buyer by the Company, unless such postponement or cancellation is agreed to by the Company in writing, the Company shall be fully entitled to recover from the Buyer the full sum specified on the quotation without any deduction or discount as if the delivery had taken place. Where such postponed or cancelled delivery relates to the delivery and/or installation of goods the Company shall be entitled to treat the risk in the Goods as having passed to the Buyer and store the Goods at the Buyer's expense (but without liability). Where such postponed or cancelled delivery and/or installation relates to the delivery of Services the Company shall be entitled to treat the delivery and/or installation of those Services as having taken place and the Buyer accepts full liability for the charges identified on the quotation issued by the Company for such delivery and/or installation. In the event that the Buyer commissions the Company to effect the delivery and/or installation of such Services at a later date the Buyer accepts that the Company shall be entitled to charge for any subsequent delivery and/or installation of such Services at the rate then applicable and further that any such charges shall be in addition to those charges which apply to the postponed or cancelled delivery and/or installation. The Buyer irrevocably accepts liability for any and all charges or invoices raised by the Company pursuant to any order issued by the Buyer irrespective of any postponement or cancellation of such order by the Buyer.

8.16 All installation work completed by the Company is at its own discretion and not beyond the scope of the 'Scope of Works'. It is a requirement of the work completed, that only the company's skilled and qualified operatives are allowed to use any machinery, product or material in the process of installation. Any violation of this rule will null and void any warranties, guarantees or liabilities in relation to the 'Order', 'Scope of Works' or 'Works' offered by the 'Company' or its suppliers.

9. Acceptance of Goods

9.1 The Buyer or his duly authorised agent shall ensure that he will, by the appropriate countersignature against the relevant details on a copy of the consignment note or Job Sheet, and by returning the same to the Company's authorised representative, confirm the times of arrival and of the completion of discharge of the contract in respect of the supply or provision of Goods or Services.

9.2 The Buyer shall be bound by the counter-signature of such consignment or Job Sheet and of any person who is the Buyer's servant or agent who reasonably appears to the Company to be

authorised to sign the same and to accept delivery and/or installation of such loads unless the Buyer has previously notified the Company in writing that only specified persons are so authorised. On such counter-signature, or where no such counter-signature is obtained, on delivery and/or installation, the Goods shall be deemed accepted by the Buyer when the delivery and/or installation of the goods or services have been completed. The Company reserves the right to charge for the provision of any copy delivery notes subsequently required by the Buyer as proof of delivery and/or installation.

9.3 The provisions of Section 35(A) of the Sale of Goods Act 1979 (as amended) shall not apply to the Contract and no rejection for minor defects shall thus be permissible.

10. Installations of Goods and Services

10.1 The Company shall be entitled to sub-contract or delegate the whole or any part of its obligations in respect of the supply of Goods or Services or any associated training that may be included without notifying the Buyer.

10.2 The installation of Good and/or Services and/or any associated training shall take place between the hours of 9:00 AM to 5:00 PM GMT unless specifically qualified and confirmed in the Contract. Where attendance period is identified as a "site visit" the actual time spent at the premises of the Buyer shall be solely at the discretion of the Company unless otherwise agreed in writing. The Buyer irrevocably accepts liability for any invoice raised by the Company in respect of attendance at the Buyers site where the Company has received a Purchase Order, or other instruction deemed by the Company to be a Purchase Order and accepted by the Company as such, from the Buyer requiring such attendance irrespective of the time spent at the premises of the Buyer. The Buyer shall be wholly responsible for ensuring that all access permissions, codes and equipment that may be required for the delivery and/or installation of the Good and/or Services to take place are made immediately available to the Company or its agents at the start of any delivery and/or installation process. The Buyer irrevocably accepts that any delays in the delivery and/or installation of Good and/or Services that may arise as a result of any failure by the Buyer to ensure that all access permissions, codes and equipment are made so available shall be the sole responsibility of the Buyer and the Buyer accepts that such delays may result in the Company issuing additional invoices in respect of the delivery and/or installation.

10.3 The Buyer or his duly authorised agent shall ensure that he will by the appropriate countersignature against the relevant details on a copy of the Job Sheet and by returning the same to the Company's authorised representative confirm the times of arrival and of the completion of discharge of the contract in respect of the supply of Goods and/or Services. It is the sole responsibility of the Buyer to ensure they have a duly authorised agent on site at the point of the completion of discharge of the contract in respect of the supply of Goods and/or Services. Whilst the Company's authorised representative will make reasonable efforts to obtain a counter signature from the Buyer or his duly authorised agent, in event that the Buyer or his duly authorized agent fails, for any reason whatsoever, to apply a counter-signature to the Service report the Buyer accepts that the signature of the Company's authorised representative shall serve to confirm the times of arrival and of the completion of discharge of the contract in respect of the supply of Goods and/or Services for any and all purposes under the contract including the provisions of Clause 9.4.

10.4 After the delivery and/or installation of Goods and/or Services has taken place and the Buyer or his duly authorised agent has counter-signed against the relevant details on a copy of the Job Sheet, or the Job Sheet has been signed off by the Company's authorised representative, no rejection of the delivery and/or installation shall be permissible on any grounds whatsoever.

10.5 Where training is provided at the time of delivery and/or installation of Goods and/or Services, this training shall only cover the basic use of the Goods and /or Services. The training provided shall not be interpreted as being sufficient to ensure that any user(s) of the Goods and/or Services have fully understood all of the features of the Goods and /or Services or to have become fully cognisant of all aspects of the use of the Goods and/or Services. The training provided shall in no way be interpreted as being sufficient to meet any requirement(s) for the user(s) of the Goods and/or Services product to be competent in so far as this may have been indicated, suggested or required by the Buyer, any regulatory or relevant authority or official body. Where the Buyer, any regulatory or relevant authority or official body has indicated, suggested or required that a level of "competence" shall be demonstrated or evidenced by any person producing the type of documentation produced from the Goods and/or Services , or any user(s) of any Goods and/or Services, whether this competence is in respect of the assessment of the validity or appropriateness of any output from any Goods and/or Services or in respect of the use of any Goods and/or Services, then the Buyer shall be responsible for commissioning additional training for the user(s) of the Goods and/or Services that is sufficient to meet the indicated, suggested or required competence levels as interpreted by the Buyer or that regulatory or relevant authority or official body.

10.6 The Buyer undertakes to ensure that any person put forward for training in the use of the Goods and/or Services shall be fully familiar with floor maintenance and product application, and be able to demonstrate an appropriate level of competence in understanding the function of the Goods and/or Services and in the assessment of, the expected or intended output of that Goods and/or Services. The Company shall not be required to assess the competence or suitability of any person(s) put forward by the Buyer for training in the use of any Goods and/or Services, although where the training provider, at their sole discretion, believes that there is substantial cause for concern that person(s) put forward by the Buyer are unsuitable or lacking in basic levels of competence then the provider of the training may indicate such concern on the Job Sheet or by way of other notification provided to the Buyer. Where such a concern has been indicated on the Job Sheet, or other notification, the Company shall be entitled to restrict the provision of any technical assistance or support to those persons identified on the Job Sheet until such time as the Buyer has evidenced that those persons have received suitable and sufficient additional training either by commissioning such training from the Company or from a verifiable third party training provider. Where a third party training provider is used by the Buyer, the judgment as whether the result achieved following training is suitable or sufficient to meet the concerns of the Company shall be made by the Company alone and at its sole discretion. Unless specified in writing by the Company, the Buyer shall not interpret any additional training, whether provided by the Company or by any third party, as being sufficient to meet any indicated suggested or required training level as may be interpreted by the Buyer, any regulatory or relevant authority or official body.

10.7 All works completed by the 'Company' on behalf of the 'Client' will require the 'Client' to sign the Company's Job Sheet at the point of 'Works' being completed. The client must identify their representative on site with the authority to complete sign off in advance of the Job Sheet being

signed. This notification must be completed by email to the Company detailing name and contacted details.

11 Quantities and Shortages

11.1 Any quantity of the Goods specified in the Contract is approximate and the Company shall be deemed to have duly performed the Contract if the quantity of the Goods delivered is within a reasonable commercial variation of the quantity specified except in the case of large capital units or similar items.

11.2 The quantity of the Goods delivered to the Buyer shall be deemed to be that stated in the Company's delivery note or Job Sheet unless shortages or deficiencies are notified to the Company by the Buyer within 24 hours of delivery and/or installation.

12 Retention of Title of Software and Rental/Loan Goods

12.1 All media, documentation and data that forms or relates to the "Goods" and/or "Services" as supplied by the Company or the shall remain the property of the "Company", and title shall not pass to the "Buyer". All Rental "Goods" shall remain the property of the "Company", and title shall not pass to the "Buyer". All Loan "Goods" shall remain the property of the "Company", and title shall not pass to the "Buyer". The "Buyer" shall hold any media, documentation and data supplied by the "Company", or "Goods" supplied under a Rental or Loan arrangement as fiduciary agent and bailee, and shall keep said media, documentation, data and Rental "Goods" properly stored, protected and insured and identified as the property of the "Company". Unless otherwise specified in writing by the Company all Rental periods shall be deemed to be for twelve months from the date of the "Buyers" acceptance of the agreement or the date of collection or supply, whichever is the earlier. At the end of the Rental period the "Buyer" undertakes to return the Rental "Goods" in precisely the condition in which they were originally supplied, with no allowance being made for any wear and tear that might have occurred during the Rental period and further undertakes that all costs associated with the return of Rental "Goods" shall be met by the "Buyer". In the event that the "Company" collects the Rental "Goods" and/or in the event the Rental "Goods" require repair or refurbishment the "Buyer" irrevocably accepts that the "Company" shall be entitled to recover any and all costs and disbursements, however so arising, that it may incur as the result of the collection, refurbishment, repair or replacement of the Rental "Goods". In the event that the "Buyer" fails to return any Rental or Loan "Goods" the "Buyer" irrevocably accepts that the "Company" shall be entitled to use its own Engineers to make any required collection and may charge the standard billable hourly rate for that member of staff that would apply were they carrying out their normal activities. The decision as to whether Rental "Goods" require repair, refurbishment or replacement following their return or collection from the "Buyer" shall be at the sole discretion of the "Company". Unless otherwise specified in writing by the "Company" all Loan periods shall be deemed to be for 14 days from the date of collection or supply, whichever is the earlier. At the end of any Loan period the "Buyer" undertakes to return the Loan goods in precisely the condition in which they were originally supplied, with no allowance being made for any wear and tear that might have occurred during the Loan period and further undertakes that any and all costs, without exception, and how so ever occurring, associated with the supply and return of Loan Goods shall be met by the "Buyer". In the event that the "Company" collects the Loan "Goods" and/or in the event the Loan "Goods"

require repair or refurbishment the Buyer irrevocably accepts that the Company shall be entitled to recover any and all costs and disbursements, however so arising, that it may incur as the result of the collection, refurbishment, repair or replacement of the Loan Goods. The decision as to whether Loan Goods require repair, refurbishment or replacement following their return or collection from the "Buyer" shall be at the sole discretion of the "Company". In the event that the "Buyer" fails to return any Loan "Goods" to the Company within 21 days from the date of collection or supply, whichever is the earlier, the Buyer irrevocably accepts that the Company shall be entitled to charge a Rental fee of any amount that is deemed to be appropriate to the value of the "Goods" supplied, at the sole discretion of the "Company". The "Company" shall be entitled as a minimum to make a charge of £1 per day from the 22nd day after the date of collection or supply, whichever is the earlier and the total amount charged shall not be limited by the value of the goods. The "Company" shall be entitled as a maximum to make a rental charge of 10% of the value of the "Goods" supplied per day, and the valuation of the goods shall be at the sole discretion of the "Company" provided the "Company" can show that such valuation is reasonable. The "Company" shall not be obliged to base any valuation on the lowest market price of any new similar or identical goods but shall be entitled to adopt any valuation that it deems, at the sole discretion of the "Company" to be reasonable based on an assessment of the market price of any new similar or identical goods. The "Buyer" irrevocably accepts that the "Company" shall also be entitled to recover, in addition to any rental fees charged on the Loan goods, any and all costs and disbursements, however so arising, that it may incur as the result of the replacement of the Loan "Goods" whether on a temporary or permanent basis following the failure of the "Buyer" to return the Loan "Goods" within 21 days. The "Company" or its agents shall be entitled at any time to require the "Buyer" to deliver up the Rental or Loan "Goods" to the "Company", and if the "Buyer" fails to do so forthwith, to enter upon any premises of the "Buyer" or any third party where the "Goods" are stored and repossess them. In the event that the "Buyer" fails to return the Rental "Goods" within 14 days of the end of the Rental period then the "Company" shall be entitled to consider that the Rental arrangement has been renewed for a further Rental Period of the same duration as the original Rental Period. The "Company" shall be entitled to raise an invoice or invoices in respect of the renewal of the Rental arrangement and the "Buyer" accepts that all monies owing by the "Buyer" to the "Company" as identified in such invoices shall (without prejudice to any other right or remedy of the "Company") forthwith become due and payable. The "Company" shall be entitled to raise an invoice or invoices in respect of the Loan arrangement, any delivery/collection charges and any repair or replacement charges and the "Buyer" accepts that all monies owing by the "Buyer" to the "Company" as identified in such invoices shall (without prejudice to any other right or remedy of the "Company") forthwith become due and payable.

12.2 The "Buyer" shall not be entitled to pledge or in any way charge by way of security for any indebtedness the "Goods" which remain the property of the "Company", but if the "Buyer" does so, all moneys owing by the "Buyer" to the "Company" shall (without prejudice to any other right or remedy of the "Company") forthwith become due and payable.

12.3 The "Company" may:

(a) at any time without prior notice to the "Buyer" repossess and resell such of the "Goods" as are capable of being re-possessed if any of the events specified in Clause 14 occurs or if any sum due from the "Buyer" to the "Company" whether under the Contract, Maintenance Contract or otherwise is not paid on the due date of payment, irrespective of any claim assertion or confirmation provided

by the "Buyer" that the Maintenance Contract has been terminated. For the purpose of exercising its rights under this sub-paragraph the "Company", its employees or agents together with any vehicles and plant considered by the "Company" to be necessary shall be entitled at any time, without prior notice to the "Buyer", to safe and unrestricted access to the "Buyer's" premises and/or any other locations where any of the "Goods" are situated;

(b) In the event of the "Buyer" becoming insolvent or having a receiver appointed of the whole or any part of its property or compounding with its creditors or going into liquidation or in the event of payment for any of the "Goods" being overdue then and in any such event it shall be lawful for the "Company", its servants, officers, agents or representatives to enter upon the "Buyer's" premises and recover possession of the "Goods" and to take away such items. The "Buyer" shall store such of the "Goods" as are capable of being stored in a proper manner and conditions which adequately protect and preserve them without charge to the "Company" and ensure that they are clearly identified as belonging to the "Company". Without prejudice to sub-paragraph 10.2(a) above the "Company" shall be entitled to examine the "Goods" in storage at any time during normal business hours and upon giving the "Buyer" reasonable notice of its intention to do so and to enter upon any premises owned or occupied by or access to which is controlled by the "Buyer" for that purpose.

12.4 The Buyer shall not resell the "Goods".

12.5 The rights and remedies conferred on the "Company" by this Clause 13 are in addition to and not in any way prejudice limit or restrict any other rights or remedies of the "Company" under the Contract.

13 Retention of Title of Goods

13.1 The "Goods" supplied by the "Company" shall remain the property of the "Company", and title shall not pass to the "Buyer" unless and until the "Company" has received full payment for all of its outstanding invoices relating to the supply of the "Goods". The "Buyer" shall hold the "Goods" supplied by the "Company" as fiduciary agent and Bailee, and shall keep said "Goods" properly stored, protected and insured and identified as the property of the "Company". The "Company" or its agents shall be entitled at any time to require the "Buyer" to deliver up the "Goods" to the "Company", and if the "Buyer" fails to do so forthwith, to enter upon any premises of the "Buyer" or any third party where the "Goods" are stored and repossess them. No element of this Clause 14 shall entitle the "Buyer" to refuse or delay payment on the grounds that property has not yet passed nor shall it constitute an agency.

13.2 The "Buyer" shall not be entitled to pledge or in any way charge by way of security for any indebtedness the "Goods" which remain the property of the "Company", but if the "Buyer" does so, all moneys owing by the "Buyer" to the "Company" shall (without prejudice to any other right or remedy of the "Company") forthwith become due and payable.

13.3 The "Company" may:

(a) at any time without prior notice to the "Buyer" repossess and resell such of the "Goods" as are capable of being re-possessed if any of the events specified in Clause 13 occurs or if any sum due

from the "Buyer" to the "Company" whether under the Contract, Maintenance Contract or otherwise is not paid on the due date of payment. For the purpose of exercising its rights under this sub-paragraph the "Company", its employees or agents together with any vehicles and plant considered by the "Company" to be necessary shall be entitled at any time without prior notice to the "Buyer" to safe and unrestricted access to the "Buyer's" premises and/or any other locations where any of the "Goods" are situated;

(b) In the event of the "Buyer" becoming insolvent or having a receiver appointed of the whole or any part of its property or compounding with its creditors or going into liquidation or in the event of payment for any of the "Goods" being overdue then and in any such event it shall be lawful for the "Company", its servants, officers, agents or representatives to enter upon the "Buyer's" premises and recover possession of the "Goods" and to take away such items. The "Buyer" shall store such of the "Goods" as are capable of being stored in a proper manner and conditions which adequately protect and preserve them without charge to the "Company" and ensure that they are clearly identified as belonging to the "Company". Without prejudice to sub-paragraph 10.2(a) above the "Company" shall be entitled to examine the "Goods" in storage at any time during normal business hours and upon giving the "Buyer" reasonable notice of its intention to do so and to enter upon any premises owned or occupied by or access to which is controlled by the "Buyer" for that purpose.

13.4 The rights and remedies conferred on the "Company" by this Clause 14 are in addition to, and shall not in any way prejudice limit or restrict, any other rights or remedies of the "Company" under the Contract.

14 Termination of the Contract

14.1 The Contract for supply of "Goods" or "Services" may be terminated:

14.1.1 forthwith by the "Company" if the "Buyer"

13.1.1.1 fails to pay any sum due to the "Company" within 14 days of the due date therefore;

14.1.1.2 shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors generally or if the "Buyer" shall be unable to pay its debts within the meaning of section 122 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the "Buyer" if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the "Buyer" or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or

14.1.1.3 sells or disposes of in any way the whole or any substantial part of its business by one or a series of transactions.

14.2 Any termination of the Maintenance Contract pursuant to this Clause 19 shall be without prejudice to any other rights or remedies either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in

force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

15 Liability

14.1 If the "Buyer" establishes to the reasonable satisfaction of the "Company" that:

(a) the "Goods" are defective or (where applicable) there is a defect in the workmanship of the "Goods" and/or "Services"; or

(b) (where applicable) there is a defect in the design of the "Goods" and/or "Services"; or

(c) the "Services" have not been performed with reasonable care and skill; or

(d) there is some other failure on the part of the "Company" in relation to the "Goods" and/or "Services" to comply with the "Contract"; then the "Company" shall be entitled to replace the "Goods" (or the component of the "Goods" in question) or the "Services" without additional charge or, at the "Company's" sole discretion, refund to the "Buyer" the invoiced price of the "Goods" (or the component of the "Goods" in question) or the "Services", subject to the remaining provisions of this Clause.

14.2 Sub-Clause ("the Warranty") shall not apply unless the "Buyer" notifies the "Company" in writing, by first class registered post, of the alleged defect or failure immediately upon its first becoming aware thereof and in any event within seven days of the date of installation of any "Goods" (or the component of the "Goods" in question) or the "Services" or the date of delivery of any "Goods" upon which the risk in the "Goods" passes to the "Buyer" under the provisions of Clause 6.

14.3 The "Buyer" shall provide to the "Company", its employees and agents (together with such vehicles, plant and equipment as the "Company" shall deem necessary) safe and unrestricted access together with such other facilities and information as the "Company" may reasonably require to enable it to ascertain or verify the nature and cause of the alleged defect or failure and to carry out its obligations under the Warranty

14.4 The "Company" shall be entitled to require the "Buyer" by notice in writing to cease forthwith the use of any of the "Goods" and/or "Services" in respect of which any alleged defect or failure has been notified to the "Company" (unless the "Goods" are part of a complex process plant and the "Company" agrees in writing, the "Buyer" may continue using the "Goods" pending any repair provided a temporary correction is made) and if the "Buyer" fails to comply with such requirement the "Company" shall be under no liability to the "Buyer" either under this Clause 24 or otherwise in relation to such "Goods". Where for any reason no such notice has been given by the "Company" the "Company" shall not be liable for any damages or losses whatsoever suffered by the "Buyer" to the extent that it is caused by the continued use of the "Goods" after a defect or failure became apparent to the "Buyer".

14.5 The "Company" shall be under no obligation whatsoever to replace the "Goods" (or any part of them) where the alleged defect or failure results from incorrect installation or handling, alteration without consent, wear and tear, accident, failure to observe the sampling or testing procedures

referred to in Clause 3, abnormal or improper conditions of storage or use or any act, neglect or default (including negligence) of the "Buyer" or any third party or results from incorrect specification or other data supplied by the "Buyer" to the "Company".

14.6 Replacement "Goods" provided under the manufacturer's Warranty shall be delivered to the "Buyer" at the original address to which the defective "Goods" were installed or delivered and upon notification to the "Buyer" title to the defective "Goods" shall (if it has vested in the "Buyer") revert in the "Company" and the "Buyer" shall make any such arrangements as may be necessary for the purpose of removing the defective "Goods" provided that the "Buyer" shall not dispose of any of the "Goods" without the "Company's" prior written consent.

14.7 The provisions of this Clause shall apply to any replacement "Goods" provided under the "Warranty".

14.8 The "Warranty" is in substitution for any other legal remedy of the "Buyer" in respect of any alleged defect or failure and:

(a) the liability of the "Company" shall in all cases and for all such purposes be limited to the obligations imposed by the "Warranty";

(b) ANY OTHER CONDITION, WARRANTY, REPRESENTATION OR UNDERTAKING ON THE PART OF THE COMPANY AS TO THE QUALITY OF THE GOODS AND/OR SERVICES THEIR FITNESS OR SUITABILITY FOR ANY PURPOSE HOWEVER AND WHENEVER EXPRESSED WHICH MAYBE IMPLIED BY STATUTE CUSTOM OF THE TRADE OR OTHERWISE IS HEREBY EXCLUDED AND THE PROVISIONS OF SECTIONS 13 TO 15 INCLUSIVE OF THE SALE OF GOODS ACT, 1979 SHALL NOT APPLY TO THE CONTRACT EXCEPT WHERE THE BUYER DEALS AS A CONSUMER WITHIN THE MEANING OF SECTION 12 OF THE UNFAIR CONTRACT TERMS ACT 1977;

(c) the Company's liability to the Buyer in contract, tort or for breach of statutory duty for direct injury, loss or damage shall be limited to the provision of replacement Goods under the Warranty;

(d) the Company shall not be liable to the Buyer in contract, tort or for breach of statutory duty for any indirect, consequential or economic loss of any kind whatsoever which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Company its employees or agents;

(e) nothing in these Conditions shall:

(i) limit or exclude the liability of the Company for death or personal injury resulting from the negligence of the Company its employees or agents or in any way caused by them in relation to contract with consumers as defined in the Unfair Terms in Consumer Contracts Regulations 1994;

(ii) exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act, 1979;

(iii) impose on the Company any liability in respect of any representation, suggestion or comment with regard to the Goods and/or Services made by the Company its employees or agents in the course of any negotiations between the Company and the Buyer leading to the making of the

Contract unless in the case of any such representation the Company has expressly agreed in writing that it shall be a term of the Contract.

14.9 The Warranty is further subject to the following limitations:

(a) the Company will accept no responsibility for faults in or failure of the Goods due to methods of placing adopted by the Buyer or where the use of the Goods by the Buyer does not correspond with or follow any User Guides or instructions issued by the Company or any other manufacturer of the Goods.

(b) the Company will accept no responsibility for faults in or failure of the Goods supplied by the Manufacturer/s beyond the bounds of the Manufacturer/s warranty. At the request of the Buyer, the Company shall provide the Terms and Conditions of the Manufacturers warranty and it is incumbent upon the Buyer to complete due diligence and acceptance of these warranty Terms and Conditions. The Company hold no responsibility beyond the Manufacturers Terms and Conditions.

(c) if a defect in the Goods should have been revealed by examination by the Buyer at the time of supply the Company's responsibility in respect of such defect shall be limited to the supply of Goods to replace the defective Goods (without prejudice to the necessity for compliance with the foregoing provisions of this Sub-Clause 21.9).

(d) if at the request of the Buyer the Company has incorporated any additional material from any source into the Goods supplied, the Company will accept no liability whatsoever for any loss, injury or damage (whether direct, indirect or consequential) howsoever arising that maybe suffered by the Buyer in respect of such incorporation.

(e) without prejudice to the generality of the foregoing where in relation to any supply of Goods the Company complies with any request by the Buyer his servants or agents for a variation of any of the constituents and/or properties referred to in the description of the Goods specified on the consignment note the Buyer shall accept any consequential variation to the remainder of the said constituents and/or properties so varied and the Company shall be under no liability whatsoever for any loss, damage or defect resulting from such variation or addition.

(f) Company shall have no liability in respect of any failure of the Goods and/or Services in the event that the Buyer fails to make payment against any invoice(s) properly issued by the Company in respect of the Goods and/or Services or any Maintenance Contract arising from the supply of any Software product or system within the terms endorsed on that invoice(s).

(g) Company shall have no liability in respect of any defect or failure of the Goods and/or Services in the event that the Buyer fails to notify the Company, in writing and by first class registered post to its registered office, within seven days of the defect or failure becoming apparent to the Buyer.

(h) Nothing in this Clause 14 shall confer any right or remedy upon the Buyer to which it would not otherwise be legally entitled.

14.10 The Company shall have no liability whatsoever in respect of any 'Product' not meeting any listed or published specification, whether by the 'Company' or the 'Manufacturer'. It is incumbent

upon the 'Buyer' to complete Due Diligence to its own satisfaction to ensure any 'Goods' purchased meet the required specification.

15 Force Majeure

15.1 The Company shall have no liability in respect of any failure or delay in fulfilling any of the Company's obligations to the extent that fulfilment thereof is prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any fire, flood, earthquake, other natural disaster or Act of God, industrial dispute, employment dispute or other circumstances or event beyond the Company's reasonable control ("force majeure conditions").

15.2 The Company undertakes to make every reasonable endeavour within its power to overcome difficulties arising from a force majeure condition but in the event of shortages of the Goods and/or Services or of available resources for their production storage or delivery arising from a force majeure condition the Company reserves the right to allocate as it may think fit the Goods and/or Services available between Buyers with whom it has contractual obligations in respect thereof and shall not be obliged to purchase Goods or Services from third parties to make good such shortages.

15.3 If any delivery and/or installation by the Company is delayed on account of a force majeure condition the period for delivery and/or installation shall be correspondingly extended without liability. In such event the Company may, at its sole discretion, terminate the Contract without liability save that the Company shall in such event refund without interest such proportion of the price/advance payment already paid by the Buyer as is attributable to those Goods and/or Services not delivered by reason of the force majeure condition. Where the Company terminates the Contract pursuant to this Clause 24 the Company shall be entitled to retain out of any such refund a fair and reasonable sum in respect of any costs incurred by it prior to the effect of the force majeure or in using its reasonable endeavours to overcome the force majeure condition.

16 Insolvency and Breach of Contract

16.1 If any one or more of the following events occurs or in the opinion of the Company is reasonably likely to occur:

(a) the Buyer commits any breach of the Contract or any other contractual arrangement between the Buyer and the Company; or

(b) any distress or execution is levied upon any of the goods or property of the Buyer and is not paid out within 7 days; or

(c) the Buyer (or where the Buyer is part of a partnership or a partner thereof) offers to make any arrangements with or for the benefit of its or his creditors generally or a petition to appoint an administrator or has an administrative receiver, receiver and manager or receiver appointed of the whole or any part of its business undertaking property or assets then the Buyer's authority to sell Goods and/or Services title to which is vested in the Company shall cease and the Company may without prejudice to any other rights or remedies it may have against the Buyer:

(i) forthwith suspend further performance of the Contract or any other contract between the

Company and the Buyer; or

(ii) by notice in writing to the Buyer terminate the Contract and all sums owing to the Company by the Buyer shall immediately become due and payable. Notwithstanding such suspension or termination the Buyer shall pay the Company in accordance with the Contract for the Goods and/or Services delivered by or collected from the Company prior thereto and shall indemnify the Company against any loss, liability or expense incurred by the Company in connection with the Contract including (without limitation) loss of profit, liabilities and expenses in connection with raw Goods and/or Services and equipment obtained or produced for the purposes of the Contract and the cost of labour and overhead expenses reasonably attributable to the Contract.

17 Assignment

17.1 The Buyer shall not be entitled to assign or otherwise transfer the Contract nor any of its rights or obligations hereunder or hold the benefit of the Contract in trust for any other person without the prior written consent of the Company.

17.2 the Company shall be entitled to assign, sub-contract or delegate the whole or any part of its obligations hereunder without notifying the Buyer.

17.3 Notwithstanding anything to the contrary contained in these Conditions, it is the intention of the parties that nothing in these Conditions shall confer on any third parties any rights or benefits under the Contract.

18 Waiver

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver of any Breach of the Contract or Maintenance Contract shall operate as a waiver of any subsequent breach.

19 Set Off and Suspension of Supply

19.1 The Buyer undertakes to make any payment due hereunder in full without any deduction, offset or counterclaim whatsoever save in respect of any credit note issued to it by the Company.

19.2 The Company shall be entitled to set off against any sum due from the Company to the Buyer, on any account whatsoever, any sum owed to the Company by the Buyer, whether or not the same shall have become due for payment, and any claim or counterclaim which the Company may have against the Buyer whether liquidated or unliquidated and whether jointly or otherwise.

19.3 The Company shall be entitled to hold any payment received from the Buyer to set off against any sum, due from the Buyer to the Company, or which is expected to become due within 12 months of the date of receipt of such payment, on any account whatsoever, whether or not the same shall have become due for payment and whether or not the same shall have been invoiced at the date or receipt of any such payment.

19.4 The Company reserves the right to cease work on any Services or cease the supply of Goods

under the Contract where any sum hereunder is outstanding, without prejudice to its other rights and remedies.

20 Subcontracting

The Company may assign or subcontract the performance of the whole of the Contract or any part of the Contract to any subcontractor that it deems, at its sole discretion, to be competent without notifying the Buyer.

21 Headings

The headings of these Conditions do not form part of the Conditions and shall not affect the interpretation thereof.

22 Severability

If the Contract or any of these Conditions (or any paragraph or sub-paragraph or any part thereof) is held to be invalid or otherwise unenforceable for any purpose it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the rest of the Contract or these Terms and Conditions.

23 Notices

Any notice hereunder shall be deemed to have been given if delivered by hand and signed for, or sent by prepaid registered first-class post to its registered office, in the case of notices sent to the Company. In the case of the Company any notice shall be deemed to have been received on the date of delivery, if delivered by hand and signed for, or on the day of registered delivery, if sent by post. In the case of notices sent to the Buyer any notice hereunder shall be deemed to have been given if delivered by hand, or sent by prepaid post to its last known address, and deemed to have been received on the date of delivery, if delivered by hand, and on the third day after posting, if sent by post. Where applicable, the named contact notified or identified to the Company, at the time of the placement of the original order by the Buyer, shall remain the named contact for any notice unless a replacement contact has been identified to the Company in writing by the Buyer, such notification to be sent by prepaid registered first-class post. This Clause 33 shall not affect the specific requirements for the Buyer to serve notices on the Company by first class registered post in respect of any notification or claim relating to a defect or failure in Goods or Services. This Clause 33 shall also not affect the requirements that include specific requirements for the Buyer to serve notices on the Company by first class registered post in respect of any notification relating to the termination of a Maintenance Contract.

24 Legal Costs and Interest

The Company shall be entitled to recover from the Buyer any and all legal costs and disbursements, however so arising, which it may incur as a result of the Buyer failing to make payment against a valid invoice issued by the Company within the payment period specified on the face of that invoice and the Buyer irrevocably accepts full liability for any such legal costs however so arising. In addition, the Buyer irrevocably accepts that the Company shall be entitled to recover any and all legal costs and

disbursements, however so arising, that it may incur as the result of the issue of any proceedings by the Buyer, or his agent, whether by way of claim or counterclaim. The Buyer accepts that the entitlement of the Company to recover such costs shall be absolute and shall be independent of the validity or justification of any such claim or counterclaim as may have been issued by the Buyer or his agent. In all cases the Company shall be entitled to recover from the Buyer any and all such costs which it may incur internally including, but not limited to, staff time charges, expenses and other costs in addition to any and all costs and disbursements incurred externally including, but not limited to, solicitors' costs, barristers' costs court fees and other debt recovery costs. The Company shall be entitled under this Clause 34, at its sole discretion, to raise invoices in respect of any and all legal costs and disbursements incurred by the Company and said invoices shall be deemed to be payable immediately they are received by the Buyer. The Buyer accepts that in the event that the Company or its representatives are required to prepare documents or statements for Court Proceedings in respect of any claim made by the Company against the Buyer or in respect of any Claim or Counterclaim made by the Buyer against the Company, then the Company shall be entitled to recover the costs of all time spent in preparing such documents or statements in full and at the standard day rate specified by the Company from time to time. The Buyer accepts that the entitlement of the Company to recover such costs shall be absolute and shall be independent of the validity or justification of any such claim or counterclaim as may have been issued by the Buyer or his agent. The Buyer accepts that in the event that the Company or its representatives are required to attend at Court in respect of any claim made by the Company against the Buyer or in respect of any Claim or Counterclaim made by the Buyer against the Company, then the Company shall be entitled to recover the costs of such attendance in full and at the standard day rate specified by the Company from time to time. The Buyer accepts that the entitlement of the Company to recover such costs shall be absolute and shall be independent of the validity or justification of any such claim or counterclaim as may have been issued by the Buyer or his agent. The Buyer accepts that the Company shall be entitled to claim and to receive interest under section 69 of the County Courts Act 1984 at the rate specified therein, or as may be amended from time to time, from the date at which any payment became due in respect of any amount so invoiced. The Buyer also accepts that Company shall, in addition, be entitled to claim and to receive compensation pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 and statutory interest pursuant to said Act in respect of any such invoice(s).

25 English Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English courts where disputes arise.

**Traffik UK Limited, Unit 30, Deverill Road Trading Estate, Sutton Veny, Warminster,
Wiltshire, BA12 7BZ**