

CPI MORTARS LIMITED CONDITIONS OF SALE

- 1 In these conditions CPI Mortars Limited is called “the Company”; “the Customer” means the person, firm or company purchasing Goods from the Company; “the Goods” means any goods to be supplied by the Company in accordance with the Conditions; “the Silo” means the silo or silos (if any) in which the Goods are delivered; and “the Conditions” means these conditions and any conditions set out in the Company’s written quotation and (in respect of Customers who have a credit account with the Company) contained in the Company credit account application form.
- 2 The Conditions apply to all agreements for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions which the Customer may purport to apply under any purchase order, in correspondence or elsewhere, or which are implied by trade custom or course of dealing. The Company shall not be liable to the Customer for loss arising from or in connection with any representations made by the Company’s employees or agents except as they appear on the face of this document.
- 3 An order submitted by the Customer constitutes an offer to purchase the Goods in accordance with the Conditions and will be deemed accepted by the Company when the Company issues a written order confirmation, at which stage a contract will exist between the Customer and the Company on these Conditions (“**the Contract**”). The Customer may only cancel an order (save pursuant to condition 6(c) below) with the Company’s written agreement and the Company reserves the right to recover any loss incurred as a result of cancellation.
- 4 The Company reserves the right to amend the Goods if required by any applicable statutory or regulatory requirements.
- 5 The price of the Goods (exclusive of VAT which the Customer must also pay) shall be the Company’s quoted price. All prices quoted are valid for one month only unless stated otherwise in writing.
- 6 The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect (a) any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as alterations of duties or significant increase in the costs of labour materials or other costs of manufacture) in which case the Customer may cancel the Contract within seven days of such notice from the Company; (b) any change in the delivery dates, quantities or specifications of the Goods requested by the Customer; or (c) any delay caused by the Customer.
- 7 The Company reserves the right to make additional charges to the quoted price in the amounts and in the circumstances set out in the Company’s written quotation (“**Additional Charges**”). The Customer acknowledges that it shall be responsible to pay the Company any Additional Charges. The Additional Charges shall be payable by the Customer in the same manner and on the same terms as payment is made for the Goods. Where payment for the Goods is made via credit, charge or debit card (or any other form of payment where the Customer’s presence is not required) or details of the foregoing are provided to the Company for the purpose of taking payment for the Goods (“**Original Method of Payment**”), the Customer (by entering into the Contract) expressly authorises the Company to debit the amount of any Additional Charges to the Customer’s Original Method of Payment. Where the Customer has a credit account with the Company, the Additional Charges will be debited to the Customer’s credit account and the Customer (by entering into the Contract) expressly authorises the Company to debit the amount of any Additional Charges to the Customer’s credit account.
- 8 Payment for the Goods shall be made as follows:

Non-Credit Account Customers

The Company will invoice the Customer when it issues its written order confirmation and the Customer shall make payment as specified in the Invoice and in any event prior to delivery of the Goods. If the Customer fails to make any payment on the due date, the Company shall be entitled to terminate the Contract and claim damages for any loss incurred as a result of cancellation. In the event of non-payment, the Company may in its absolute discretion affirm the Contract by making delivery of the Goods in which case the price for the Goods shall be payable on demand and shall accrue interest in accordance with Condition 26 from the payment date specified in the Invoice.

Credit Account Customers

The Company will invoice the Customer on or after delivery of the Goods and the Customer will make payment within 30 days of the end of the month in which the invoice is raised. If the Customer fails to make any payment on the due date, the Company shall be entitled to suspend any future deliveries and appropriate any payment for any Goods as they may determine.

- 9 Delivery of the Goods is made by the Company making delivery of the Goods to the Customer’s premises or other agreed place.
- 10 The Company’s quotation is based upon safe and easy access for their vehicle for delivery and collection of the Goods and Silo. If in the opinion of the Company such access is not available or is unsuitable, the Company reserves the right to refuse to deliver or collect. The Company may recover from the Customer any additional costs, damage or loss incurred as a result of making a delivery or collection off road or on unsatisfactory road.
- 11 If the Customer fails to take delivery at the time and place specified or fails to provide suitable and safe access for delivery and subsequently fails to take delivery or to provide suitable and safe access for delivery within 48 hours thereafter, then (a) the delivery

of Goods shall be deemed to have been completed at the expiry of such 48-hour period and (b) the Company shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses. Any charges made pursuant to this Clause 11 shall constitute Additional Charges and the provisions of Clause 7 shall apply *mutatis mutandis*.

- 12 The price quoted by the Company only covers delivery or collection on normal working days during normal working hours. All deliveries made on Saturdays, Sundays, Public Holidays, or any other time outside normal working hours will be charged for by the Company as an increase to the quotation price and shall constitute Additional Charges to which the provisions of Clause 7 shall apply *mutatis mutandis*.
- 13 Any delivery dates quoted are approximate only and the Company shall not be liable for delay in delivery nor shall the Customer be entitled to refuse to accept the Goods because of late delivery.
- 14 The Customer shall not be entitled to reject the Goods if the Company delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the quoted price on receipt of notice from the Customer that the wrong quantity of Goods was delivered. For the avoidance of doubt, nothing in this Clause 14 shall be construed as acknowledging that the Customer has the right to reject Goods where the quantity of Goods delivered differs from the amount of Goods ordered by more than 5% and the Customer is put to strict proof of its ability to reject in those circumstances.
- 15 The Company may deliver the Goods by instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 16 Risk of damage to or loss of the Goods will pass to the Customer on delivery (including deemed delivery pursuant to Clause 11).
- 17 Title to the Goods will not pass to the Customer until the Company has received in cash or cleared funds payment in full for the Goods and for all other goods agreed to be sold by the Company to the Customer for which payment is then due and all other amounts outstanding and payable by the Customer.
- 18 Nothing in this agreement will give the Customer any right title or interest in the Silo, the terms of use of which are governed by the Conditions of Hire set out below.
- 19 Until title to the Goods has passed to the Customer, the Customer will hold them as mere bailee and will deliver up the Goods on demand by the Company and if the Customer refuses the Company is licensed to come on to the premises where the Goods are stored and to collect them. Any licence to use the Goods in which title has not passed will be immediately suspended upon any of the events in Condition 25 occurring.
- 20 Subject to the conditions set out below the Company warrants that at the time of delivery the Goods will correspond with their general specification at the time of the delivery and will be free from material defects. This warranty is given by the Company subject to the following conditions:
 - i) The Company 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 Company instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - ii) The Company shall be under no liability under the above warranty (or other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment.
- 21 Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 as amended) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Company shall not be liable for any default beyond its reasonable control.
- 22 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or failure to correspond with the general specifications shall be notified in writing to the Company immediately following discovery of the defect and in any event no later than seven days from the date of delivery by the Company. If the Customer does not notify the Company accordingly, the Customer shall be deemed to have accepted the Goods and shall not be entitled to reject them.
- 23 Where any valid claim is notified to the Company in accordance with condition 22 above. The Company shall be entitled to repair or replace the Goods free of charge or at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportional part of the price), but the Company shall have no further liability to the Customer.
- 24 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable for any indirect or consequential loss of time arising out of the supply of the Goods or their use or resale by the Customer, and the entire liability of the Company shall not exceed the price of the Goods.
- 25 All sums owed by the Customer in respect of the Goods will immediately become payable and the Company will be entitled to suspend all future deliveries and/or treat all outstanding orders as cancelled and/or terminate this agreement and all other contracts with the Customer and/or take possession of any Goods if any of the following occurs: (a) the Customer fails to pay for the Goods or

otherwise breaches this agreement; (b) any process of execution, or distress is levied on the whole or any part of the Customer's assets; (c) the Customer commences negotiations with or makes any arrangement or composition with all or any class of its creditors; (d) the Customer is unable to pay its debts as they fall due; (e) any resolution or petition to wind up the Customer is passed or presented; (f) an application is made or a person becomes entitled to appoint a receiver, administrator or administrative receiver or manager over the Customer's business or assets; (g) (being an individual) the Customer is the subject of a bankruptcy petition or order; (h) any event occurs with respect to the Customer in any jurisdiction to which it is subject that has a similar effect to the events mention in Clause 25 (b)-(g); or (h) the Customer suspends or ceases to carry on all or substantially the whole of its business.

- 26 Interest will be charged on all late payments in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 27 Any notice given by either party shall be in permanent readable terms addressed to the other at its registered office, principal place of business or last known business address.
- 28 These Conditions and the Contract shall be governed by the laws of England.

CPI MORTARS LIMITED CONDITIONS OF HIRE

- 1 In these conditions CPI Mortars Limited is called "the Company"; "the Hirer" means the person or company entering into this hiring contract with the Company; "the Equipment" means the equipment hired by the Hirer together with any accessories, replacements, renewals or additions thereto; and "the Conditions" means these conditions and any conditions set out in the Company's written quotation and (in respect of Customers who have a credit account with the Company) contained in the Company credit account application form.
- 2 The Conditions apply to all contracts for the hire of Equipment by the Company to the Hirer to the exclusion of all other terms or conditions which the Customer may purport to apply under any purchase order or in correspondence or elsewhere, or which are implied by trade custom or course of dealing. No employee has authority to vary or add or depart from the Conditions or make any representation about the Equipment or the contract made herein.
- 3 An order submitted by the Customer constitutes an offer to hire the Equipment in accordance with the Conditions and will be deemed accepted by the Company when it issues a written order confirmation at which stage a contract will exist between the Hirer and the Company on these Conditions ("**the Contract**").
- 4 The minimum period of hire shall be one week. The period of hiring shall be deemed to commence on the date when the Equipment is delivered to the Hirer's site ("the commencement date") and shall terminate on the date when the Equipment is removed from the Hirer's site ("the termination date").
- 5 Hire charge ("Rent") shall be at the weekly rate given on the Company's quotation. The Company shall be entitled to increase the Rent to correspond with its current rate of hire charges for similar equipment by giving not less than seven days' notice in writing to the Hirer. The Hirer shall pay Rent for the period commencing on the commencement date until the termination date by weekly instalments in arrears. The Company reserves the right to make additional charges to the Rent, in the amounts and in the circumstances that are set out in the Company's written quotation ("Additional Charges"). The Hirer acknowledges that it shall be responsible to pay the Company any Additional Charges. The Additional Charges shall be payable by the Hirer in the same manner and on the same terms as the Rent is paid. Where payment of the Rent is made via credit, charge or debit card (or any other form of payment where the Hirer's presence is not required) or details of the foregoing are provided to the Company for the purpose of taking payment of the Rent ("Original Method of Payment"), the Hirer (by entering into the Contract) expressly authorises the Company to debit the amount of any Additional Charges to the Hirer's Original Method of Payment. Where the Customer has a credit account with the Company, the Additional Charges will be debited to the Customer's credit account and the Customer (by entering into the Contract) expressly authorises the Company to debit the amount of any Additional Charges to the Customer's credit account.
- 6 Delivery of the Equipment is made by the Company making delivery of the Equipment to the Customer's premises or other agreed place. The Company's quotation for delivery is based upon safe and easy access for their vehicle for delivery and collection of the Equipment. If in the opinion of the Company such access is not available or is unsuitable, the Company reserves the right to refuse to deliver or collect. The Company may recover from the Customer any additional costs, damage or loss incurred as a result of making a delivery or collection off road or on unsatisfactory road. Additional fees will be payable for deliveries and collections made on Saturdays, Sundays, Public Holidays or outside normal working hours. Any additional fees payable pursuant to this Clause 6 shall constitute Additional Charges and the provisions of Clause 5 shall apply mutatis mutandis.
- 7 The Hirer's acceptance of delivery of the Equipment shall be conclusive evidence that the Hirer has examined the Equipment and found it to be complete in accordance with the description on the order confirmation and in good order and condition and fit for any purpose for which it may be required.
- 8 The Company shall not be liable for any loss or damage whatsoever, including any damage resulting from delay in delivery or from directly or indirectly using the Equipment (save for the Company's liability for death or personal injury caused by the negligence of its employees or agents) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Hirer shall fully and completely indemnify the Company in respect of all claims in connection with or arising

out of the hire of the Equipment and in respect of all costs and charges in connection therewith whether such claims arise under statute common law or otherwise. The Hirer shall effect the necessary insurance to support such indemnities and produce evidence thereof to the Company if required to do so.

- 9 The Hirer shall use the Equipment in a skilful and proper manner, and in accordance with any operating instructions. The Hirer shall not use the Equipment in any location other than the location specified.
- 10 The Hirer shall not without prior written consent of the Company make any alteration, addition or improvement to the Equipment and such alterations additions or improvements so made shall belong to and remain the property of the Company without cost to the Company.
- 11 The Hirer shall have no right of property in the Equipment except the right to use the Equipment as a Hirer in accordance with the Conditions. The Hirer shall not sell, assign, let or hire, mortgage, pledge, charge, suffer any diligence distraint or execution to be made upon or in any way dispose or part with possession of, or deal with the Equipment or any part thereof or allow any lien to be created thereon.
- 12 The Company, its employees and/or agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it and testing its condition.
- 13 The Hirer shall immediately notify the Company of and shall indemnify the Company against any loss or damage to the Equipment. No loss or damage to the Equipment or any part thereof shall affect or impair the obligations of the Hirer under this agreement which shall continue in full force and be permitted by law.
- 14 Any repairs or replacement to the Equipment shall be carried out by the Company and the Hirer shall upon demand reimburse to the Company the cost thereof.
- 15 If the Hirer fails to pay any Rent or other sum payable under this agreement within seven days of it becoming due (whether demanded or not) or fails to observe or perform any of the Conditions whether expressed or implied or shall do or allow to be done any act or thing which in the opinion of the Company may jeopardise the Company's rights in the Equipment or any part thereof, or cause the Company or the Hirer to incur any liability to any third party, then in each and every such case the Company may by notice in writing sent to the Hirer forthwith or at any time thereafter for all purposes terminate this agreement.
- 16 Notwithstanding the generality of condition 15 above upon the occurrence of any of the following events namely:
 - i if any process of execution, or distress shall be levied on or due against the Equipment or any part thereof or any premises or vessel where the same may be or any of the Hirer's goods or other property or if the Hirer shall permit any judgement against the Hirer to remain unsatisfied for seven days; or
 - ii if the Hirer makes any voluntary arrangements with its creditors or (being a company) becomes subject to an administration order or any resolution or petition to wind up the Hirer is passed or presented; or
 - iii loss or damage to the equipment; or
 - iv on inspection of the Equipment pursuant to Clause 12 if the Company is dissatisfied with the manner of erection of the equipment or its condition;then in each and every such case the Company may by notice in writing send to the Hirer forthwith or at any time thereafter for all purposes terminate this agreement.
- 17 Interest will be charged on all late payments in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 18 Any notice given by either party shall be in permanent readable terms addressed to the other at its registered office, principal place of business or last known business address.
- 19 These Conditions and the Contract shall be governed by the laws of England.