

Terms and Conditions of SICL Limited

1. DEFINITIONS

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

“the Company” means SICL Limited and also where the context permits its assigns and any sub-contractor for the said company:

“Company’s Premises” means the premises mentioned in the Company’s quotation or other contractual document or if not so mentioned means the Company’s premises at SICL House, 131 Upper Wortley Road, Leeds, LS12 4JG:

“the Customer” means the person firm or company with whom the contract is made by the company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose action are ratified by such person firm or company:

“Goods” means the articles or things or any of them described in the Company’s quotation or other contractual document

“Services” means the works described in the Company’s quotation or other contractual document

2. GENERAL

All sales, as accepted herein and other contracts made by both Parties are made on the following terms and conditions and shall supersede all other terms and conditions of purchase or sale used by either Party. No agent or representative of the Company has authority to vary these terms and conditions nor make any representations as to the effect of these terms and conditions or as to the subject of the contract generally and no such variation or representation shall be binding on either party unless accepted in writing by a Director of the Company and by an authorised representative of the Customer

3. SERVICES

(a) The Company warrants to the Customer that the Services will be performed by appropriately qualified and trained personnel with due care and diligence.

(b) Subject always to clauses 12, 16 and 18 (a), the Company shall use reasonable endeavours to provide the Services to the Customer from or before the date notified to the Customer for the commencement.

(c) The Customer warrants that (if applicable) the Customer’s existing equipment (if any) is in proper working order and complies with all applicable standards and approvals so as to enable the Company to perform the Services.

(d) The Customer shall provide all reasonable assistance to the Company (including access to all locations necessary for the performance of the Services) so as to enable the Company to perform the Services.

(e) The Company undertakes that it and its employees, agents and subcontractors will at all times comply with all health and safety requirements relating to the carrying out of the Services. Such requirements include in addition to statutory laws and regulations: any codes of practice and British Standards or their equivalent relating to Health and Safety which may be applicable to the performance of the Contract, any Customer rules and practices relating to the safety and conduct of persons working on any Customer premises.

(f) The Company warrants that any member of its staff, its agents or subcontractors actually placed on Customer site to perform the Services shall have current and valid permission to be employed in the UK and have permission to do the type of work being offered. The Company shall fully indemnify the Customer in respect of this. Such indemnification shall still apply if the Company places such staff in good faith.

4. PRICES

(a) Prices quoted for Goods are delivered to Customers premises unless otherwise agreed and are exclusive of VAT.

(b) The Company reserves the right to vary the quoted prices for goods in accordance with market conditions at the date of actual supply for circumstances outside the Company's control (for example exchange rate fluctuations) and the Customer agrees to pay such variations.

5. PAYMENT

(a) All invoices are due for payment 30 days from invoice date unless otherwise agreed in writing. Payment is to be made in sterling unless otherwise agreed in writing by a Director of the Company.

b) If the Customer shall fail to make payment in full accordance with sub-clause (a) above then, unless the Customer has advised the Company of a query with any specific invoice (without prejudice to any other rights the Company may have) the Company reserves the right to charge interest on the amount for the time being unpaid at the rate which is three (3) per cent per annum above the Base rate from time to time of Barclays Bank plc calculated from the due date of payment until the date of actual payment before as well as after any judgment.

(c) In the event that the Company passes the non payment of an invoice to solicitors for recovery of any overdue amount, the Customer shall become liable to pay the Company a sum equal to the reasonable legal fees and reasonable expenses incurred.

6. DELIVERY DATE

(a) The Company uses its best endeavours to complete its contracts within the time quoted, but the Company does not accept liability for any delay in delivery of Goods or completion of other contracts outside of its control.

(b) Delivery shall be taken by the Customer within the period (if any) specified in the Company's quotation or other contractual document.

(c) Should default be made by the Customer in paying any sum due under any order as and when it becomes due, the Company shall have the right to either suspend all further deliveries until the default is made good or to cancel the order so far as Goods remain to be delivered thereunder.

7. TRANSPORT AND STORAGE

(a) The means of delivery of Goods shall be at the discretion of the Company where specifically requested by the Customer and agreed by the Company in writing.

(b) In cases where the Company is unable to despatch Goods due to request or default by the Customer, the Company shall be entitled at the expiration of seven (7) days from the date of notification to the Customer that the Goods are ready for despatch or collection, to store the Goods either at the Company's Premises or elsewhere. The Company reserves the right to charge a sum equal to the costs incurred for storage and insurance of the Goods. This provision shall be in addition to and not in substitution for any other payment of damage for which the Customer may become liable in respect of failure to take delivery at the appropriate time.

(c) The Company accepts no responsibility for non delivery of Goods in transit if it is not notified within seven (7) days of the date of invoice.

(d) The Customer shall advise the Company within two (2) working days of any Goods damaged in transit or any short delivery.

(e) The Company disclaims liability for Goods returned without the Company's consent.

8. PACKAGING

The Customer shall pay the cost of any special packaging specifically requested by the Customer or any packaging rendered necessary by delivery by any means other than the Company's normal means of delivery.

9. DESIGN VARIATION

While the Company makes every effort to ensure the Goods supplied correspond in every respect with the sample specification or description provided as the case may be, the Company is not responsible for minor variations in specification, in colour or other design features, and no such minor variations shall entitle the Customer to rescind the Company's quotation or other contractual document, or shall be the subject of any claim against the Company by the Customer. For the avoidance of doubt any Goods which are subject to variation shall be to an equivalent standard.

10. GOODS SUPPLIED BY THE COMPANY

Goods supplied shall be warranted by the manufacturers warranty from date of installation or supply. Goods supplied shall be fit for purpose, when such purpose was made known to the Customer prior to supply.

11. SUBCONTRACTING

The Company may, only with the written confirmation of the Customer not to be unreasonably withheld, assign the contract with the Customer or sub-contract the whole or any part thereof to any person, firm or company.

12. DEFECTIVE GOODS

(a) The Company undertakes in the case of Goods supplied by the Company that if within the period of thirty (30) days from the date of delivery of the Goods by the Company a serious defect in materials or workmanship appears in them it will at the Company's discretion either; credit to the Customer the full the price paid for the Goods or arrange repair / replacement of the Goods in accordance with manufacturer warranty provided that in any case they have been accepted and, if normally due, have been paid for.

(b) The Company's obligations contained in sub-clause 12(a) above are subject to:

- (i) the Goods having been used in an appropriate manner and or as prescribed in the operating instructions (if any).
- (ii) the Goods being made available for collection by the Company at the Company's expense upon its reasonable request.
- (iii) the Goods not having been modified or repaired otherwise than by the Company or otherwise interfered with.
- (iv) the Customer making no further use of the Goods which are alleged to be defective after the time when the Customer discovers that they are defective.

(c) Where the Company's liability under this condition 12 can be fulfilled by the supply of a replacement part it will arrange for delivery and undertake liability for loss or damage in transit or otherwise to the same extent as for the Customer's original order. Any other costs involved must be borne by the Customer.

(d) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Customer, its employees or agents including in particular but without prejudice to the generality of the foregoing any failure by the Customer to comply with any recommendations of the Company as to storage and handling of the Goods.

(e) Where the Goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Customer shall be bound to accept delivery thereof.

(f) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.

(g) The Customer acknowledges that the Company does not manufacture the Goods. Consequently the Customer shall only be entitled to the benefit of any warranty or guarantee in relation to the Goods as is given to the Company by the Manufacturer of the Goods.

13. RETURN OF GOODS

Goods supplied in accordance with the Company's quotation or other contractual document cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's Premises at the Customer's expense.

14. TITLE AND RISK

(a) From the time of delivery the Goods shall be at the risk of the Customer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments under the Company's quotation or other contractual document have been made in full and unconditionally.

Until title of the Goods has passed under clause 14(a) above the following shall apply:

- (i) The Customer shall keep the Goods separate and identifiable from all other Goods in its possession as bailee for the Company.
- (ii) In the event of any resale by the Customer of the Goods the Company shall (without prejudice to the rules of equity relating to tracing) be beneficially entitled to the proceeds of sale or other disposition thereof so that such proceeds shall be held on trust in a separate identifiable account for the Company by the Customer who will stand in a strictly fiduciary capacity in respect thereof.
- (iii) The Company shall have the power to re-sell the Goods such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its employees and agents may forthwith enter upon any land, buildings or vehicles where the Goods of part of them are situated or are reasonably thought to be situated to retake possession of the same and the Customer shall for such purposes notify the Company of the whereabouts of the Goods.
- (iv) The Customer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risk usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same from time to time the remaining outstanding. The policy shall bear endorsement recording the Company's interest.

15. INSOLVENCY AND DEFAULT

In any of the events that:

- (a) Either Party commits an act of bankruptcy or compounds or enters into a deed of arrangement with his/her creditors or if a receiving order is made against him or if (being a Company) an order is made or a resolution is passed for the winding-up of either Party (otherwise than for the purposes of amalgamation or reconstruction); or
- (b) if a receiver or administrator is appointed of any of either Party's assets or undertaking or if circumstances arise which entitle a court or a creditor to appoint a receiver, manager or administrator or which entitle a court to make a winding-up order; or
- (c) if either Party takes or suffers any similar analogous action in consequence of debt; or
- (d) if either Party commits any breach of this or any other agreement between the Company and the Customer then either Party may without prejudice to any of its other rights;
 - (i) stop any Goods in transit; and/or
 - (ii) suspend further deliveries; and/or
 - (iii) terminate the rights of the Customer under Clause 13; and/or

- (iv) by notice in writing to the other Party terminate the contract or any other contract between the Company and the Customer; and/or
- (v) by its employees or agents enter upon or into any land, buildings or vehicles where the Goods or part of them are situated or are reasonably thought to be situated to retake possession of the same and the Customer shall for such purposes notify the Company of the whereabouts of the Goods.

16. LOSS TO THE CUSTOMER

In no circumstances does the Company accept responsibility even in the case of negligence, for consequential or indirect loss, including loss of profits

17. CANCELLATION

No contract or order may be cancelled by the Customer without the Company's written consent.

18. FORCE MAJEURE

a) Definition

For the purpose of this Agreement the term Force Majeure shall mean:

- (i) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo.
- (ii) rebellion, revolution, insurrection, military or usurped power or civil war
- (iii) riot, commotion or disorder except where solely restricted to Company employees or Company sub-contractors.
- (iv) earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure.
- (v) a general industrial dispute not limited to the employees of either party or the employees of either party's sub-contractors.

(b) Notification

If either party consider that any circumstance of Force Majeure has occurred which may affect materially the performance of obligations, then either party may forthwith notify the other in writing to that effect, giving full details of the circumstances giving rise to the Force Majeure event. For Force Majeure to apply both parties must mutually agree the circumstances in writing, agreement not be unreasonably withheld by either party.

(c) Consideration of Default due to Force Majeure

Neither party shall be considered to be in default of their obligations under this Agreement to the extent that either party can establish that the performance of such obligations is prevented by any circumstance of Force Majeure which arises after the date of this Agreement and which was not foreseeable at the date of this Agreement.

(d) Suspension of Agreement

If the performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period less than 30 days, then during that period, this Agreement shall be considered as suspended. Upon the ending of the Force Majeure event the parties' mutual obligations shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed between the parties jointly. Notwithstanding such suspension, both

parties shall use reasonable endeavours to assist the other party in the performance under this Agreement.

(e) Termination due to Force Majeure

If performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period in excess of 30 days, then the Agreement shall be terminated by mutual consent and, neither party shall be liable to the other as a result of such termination

19. GENERAL

a) Assignments

Neither Party shall assign any contract in whole or in part without the written consent of the other Party.

b) Waiver

No terms and conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

c) The Company may register information about the Customer with a licensed credit reference agency. This information may be used to make credit decisions by the Company and third parties. The information may also be used to prevent fraud and trace debtors.

e) Governing Law

All contracts incorporating these terms and conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

f) Headings

The headings in this Agreement are inserted for convenience only and shall not constitute a part of or be referred to in interpreting this Agreement.

g) Contracts (Rights of Third Parties) Act 1999

It is expressly agreed that the provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement nor, for the avoidance of doubt, shall the terms and conditions of this Agreement confer any benefit on any party who has not executed the same.

20. AUTHORISED SIGNATORIES

I confirm that all the information given is accurate and that I have read and agree to the Terms and Conditions. I authorise you to apply to our Bank for a reference if applicable.

On Behalf of Company: Signature:

 Name:

 Position:

 Date:

On Behalf of Customer: Signature:

 Name:

 Position:

 Date: