

# ALPHA SERVICES TERMS OF TRADING

## 1. GENERAL

- a) In these Conditions "the Company" shall mean ALPHA SERVICES (PLYMOUTH) LTD..
- b) All quotations are made and orders are accepted and all goods or services are supplied to Customers subject to the following conditions. Previous dealings between the Company and Customer shall not vary or replace these terms or be deemed in any circumstances whatever so to do. Acceptance of goods or services from the Company shall be conclusive evidence before any Court or Arbitrator that these conditions apply.
- c) Quotations shall be available for acceptance for a maximum of twenty eight days from the date thereof and may be withdrawn by the Company with such period at any time.

## 2. DESCRIPTION OF GOODS

- a) The Company reserves the right to amend material specification and dimensions if it thinks reasonable or to comply to law and such amendments shall not affect the validity of the contract.
- b) Leaflets, photographs and promotional literature are only intended as a general guide and goods will not necessarily match in all respects to these.

## 3. PRICES

- a) The quoted price of the good may be varied by the Company in accordance with market conditions at the date of actual supply.
- b) All prices are exclusive of Value Added Tax and unless otherwise stated are exclusive of any tax duty or tariff arising in the United Kingdom or elsewhere.
- c) Unless otherwise agreed all prices quoted and/or invoiced will be in Pounds Sterling and where an alternative currency is agreed with Company reserves the right to apply an exchange control fluctuation charge appropriate to the rate of exchange ruling at the date of payment by the customer.

## 4. DELIVERY

- a) Time of delivery shall not be of the essence of the contract unless previously agreed by the Company in writing. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet a delivery time stated.
- b) The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery, but shall be under no obligations to do so. Where postponement is agreed by the Company in writing the Customer shall pay all costs and expenses including a reasonable charge for storage occasioned thereby.

## 5. PROPERTY

The property in the goods shall not pass to the Customer and the full legal and beneficial ownership of the goods shall remain with the Company unless and until the Company has received payment in full for:-

- a) All other goods the subject of this Contract.
  - b) All other goods the subject of any other Contract between the Customer and the Company which at the time of payment of the full price of the goods sold under this Contract have been delivered to the Customer and not paid in full.
6. Until the property of the goods has passed to the Customer in accordance with Condition 5 without prejudice to the Company's other rights:-
- a) The Customer shall insure the goods to their full value which are on or at the Customer's premises against fire and theft.
  - b) The Customer shall keep the goods marked and apart from all other goods so as to distinguish and separate from other goods.
  - c) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company, but if the Customer does, all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
  - d) The Customer's right to possession of the goods shall cease if he, not being a Company commits an available act of bankruptcy or if he, being a Company does anything or fails to do anything which would entitle a receiver to petition for winding-up. The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
  - e) The Customer acknowledges that before entering into any agreement for the purchase of any goods from the Company he has expressly, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver to petition for winding-up of the Company or exercise any other rights over or against the Company assets.

## 7. CANCELLATION

Cancellation will only be agreed to by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage to the Company by reason of such cancellation will be re-imbursed by the Customer to the Company.

## 8. TERMS OF PAYMENT

- a) Subject to any special terms agreed in writing between the Company and the Customer the Company shall be entitled to invoice the Customer for the price of the goods on or at any time after of the goods and the Contract Price for the goods shall be unless agreed in writing be payable net cash and without set-off not later than 30 days following the date of the invoice. Discount may only be taken if the discount amount is shown on the invoice and the invoice is paid by the discount date. VAT will be calculated if applicable at the discounted rate.
- b) No disputes arising under the Contract nor delays beyond the control of the Company shall interfere with prompt payment by the Customer.
- c) The time of payment of the price shall be of the essence of the Contract and without prejudice to any other right or remedy available to the Company the Company shall be entitled to:
  - i) Cancel the Contract or suspend any further deliveries to the Customer.
  - ii) Charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 5 percent per annum above the Lloyds Bank Base rate from the time until full payment is made (part of a month being treated as a full month for the purpose of approximating interest).

## 9. ACCESS

Unless specifically indicated otherwise our prices are for normal access to carry out the works between 8am and 5pm Monday to Friday Bank & Public holidays excluded..

## 10. LIABILITY

- a) The Customer agrees that apart from the express terms contained herein or in the quotation or in any document expressly stipulated therein to form part of the Contract and to be outside the provisions of this clause no statement or representation has been made by the Company relating to the goods supplied or if any such statement or representation has been made the Customer warrants that he understood it to be a statement of opinion only and did not rely on it.
- b) The Company warrants the goods against faulty workmanship and materials for twelve months from the date of despatch PROVIDED THAT:-
  - i) The Customer has notified the Company in writing within the said period of twelve months specifying in detail any defects of workmanship or materials in the goods and returned the goods to the Company properly packed and carriage paid; and
  - ii) The Company shall at its sole option repair or replace such goods as are shown to be defective free of charge to the Customer for delivery ex works provided that the defect is not due in whole or in part to fair wear and tear or the negligence misuse or modification the goods, lack of proper maintenance or failure to observe any operating instructions issued by the Company in connection therewith.
  - c) The Company shall have no liability to the Customer for any consequential loss of the services pursuant to his Agreement (except in respect of death or personal injury resulting from negligence) and the total liability of the Company for any other loss of the Customer so arising in respect of any one event or series of connected events shall not exceed the purchase price payable under the Contract.
  - d) The Company shall not be under any liability in respect of the warranty hereinbefore contained or any other liability whether founded in Common Law or statute in connection with any defect with the goods which should reasonably have been discovered by the Customer or inspection or test at the time of delivery and not immediately reported to the Company or any loss or damaged or consequential loss or damage of any description in respect of the goods or any work done in connection therewith.
  - e) Where the goods are sold under a consumer transaction the statutory rights of the buyer are not affected by these provisions.
  - f) The Company's liability hereunder shall cease if:-
    - i) The Customer shall not have paid in full all invoices for goods supplied by the Company in accordance with these conditions.
    - ii) The Customer permits persons other than the Company or those approved or authorised by the Company to affect replacement of parts, maintenance, adjustments or repairs to the goods.
    - iii) The Customer has not properly maintained the goods in accordance with instructions, pamphlets or directions given or issued by the Company from time to time;
    - iv) The Customer uses any spare parts or replacements not manufactured by or on behalf of the Company and supplied by it or fails to follow the Company's instructions for the use of the same.

## 11. COPYRIGHT AND CONFIDENTIAL INFORMATION

- a) The property and copyright in all documents, drawings, plans, photographs, illustrations and other printed matter given to the Customer will remain with the Company and the Customer will not communicate any part of them to any third party without the Company's written consent.
- b) The Customer will indemnify the Company against all actions and all costs whatsoever brought or made against the Company as a result of work done at Customer's request in accordance with designs and specifications furnished by the Customer and which result in the infringement of any letters patent copyright registered design or trade mark.

## 12. FORCE MAJEURE

- a) For the purpose of this clause the following events shall constitute a "force majeure" event:-

War, riot, epidemic, flood, weather, accident, fire, government restrictions, strike, lock-out, go-slow, shortage of labour damage or breakdown of plant, shortage or delay of transport, or any other similar event, circumstances or occurrence beyond the reasonable control of the Company.
- b) The occurrence of any "force majeure" event, the Company may at its absolute discretion, and to the extent that it is unable to perform any of its obligations under this contract:-
  - i) Suspend deliveries under this Contract.
  - ii) Cancel any unfulfilled part of this Contract.

## 13. CONSTRUCTION AND PROPER LAW

Any question relating to any quotation or any order or contract shall be determined in accordance with English Law.