

TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS

- 1.1 "the Seller" means R.A.M Perimeter Protection Limited.
- 1.2 "the Buyer" means the person, firm or company with whom this contract is made.
- 1.3 "the Contract Goods" means the goods subject of the contract between the Seller and the Buyer.
- 1.4 "the Price" means the price payable for the Contract Goods.
- 1.5 "the Site" is the property on which the Buyer has indicated the Contract Goods are to be installed.
- 1.6 "Hard Dig" is defined as requiring the use of mechanical equipment to excavate solid materials such as concrete, cement, asphalt and hard core.

2. TERMS OF PAYMENT

- 2.1 Save where the Seller has otherwise agreed in writing, payment is to be made in full and forthwith on completion of the installation and satisfactory commissioning of the Contract Goods confirmed by the hand over of the keys, or at the time of delivery of the Contract Goods and handover of keys (in the case of supply only) whichever is the sooner.
- 2.2 The Seller reserves the right to charge Daily Interest at a rate of 3% above the Base Rate of Barclays Bank Plc. on all amounts overdue.
- 2.3 All title in the Contract Goods shall remain rested in the Seller until all money due to the Seller from the Buyer has been paid in full.

3. PRICES

- 3.1 The prices quoted by the Seller are those ruling on the date of quotation. In the event of alterations in the supply and labour costs to the Seller, the Seller may pass on such increase to the Buyer provided that the Buyer is notified in writing at least fourteen days prior to the execution of the Contract. Following such notification the Buyer may withdraw from the Contract by giving written notice within seven days of the date of notification by the Seller. In the absence of such cancellation the Buyer shall be deemed to have accepted the revised Price.
- 3.2 If any quotation by the Seller expressly states that the price is fixed for a specified period, then the Price is exempt from any increase during such period.
- 3.3 Prices are subject to correction in the event of errors or omissions.
- 3.4 Unless expressly stated otherwise, all Prices are exclusive of Value Added Tax, which will be charged at the due rate applicable on the day of invoicing.
- 3.7 In the event of the Site surface being of "vibrated concrete"; or of the Site necessitating a Hard Dig of more than 12 inches (300mm), the Seller shall reserve the right to make a surcharge without written notice but after consultation with the Buyer.
- 3.8 Notwithstanding any other provision of these terms and conditions the Buyer shall, in addition to the Price, pay to the Seller in full and without deduction all additional costs incurred by the Seller by reason of, or arising out of:-
 - 3.8.1 any defect in the ground conditions, or any unusual or adverse ground or other conditions affecting the Site.
 - 3.8.2 The carrying out of any works required to make the Site suitable for the installation of the Contract Goods.
 - 3.8.3 Any Failure on the part of the Buyer to comply with its obligations herein.

4. DELIVERY

- 4.1 Any time or date specified by the Seller is given and intended as an estimate only and is not of the essence. The Buyer shall not be entitled to rescind the contract by reason of any delay in the delivery of the Contract Goods, nor shall the Seller incur any liability for loss suffered directly or indirectly as a result of failure to make delivery on the specified date.
- 4.2 The Buyer shall ensure the provision of full and adequate access to the place of delivery, and all other facilities and services necessary to enable the Seller to make delivery and install the Contract Goods in accordance with the Buyer's requirements.
- 4.3 The Buyer shall notify the Seller in writing of any loss or damage

to the Contract Goods (supply only contracts) within such time as will enable the Seller to comply with the carriers conditions relating to loss or damage, or within 3 days of delivery, whichever is the sooner. In the absence of such notice the Buyer shall be deemed to have accepted the Contract Goods.

5. BUYER'S OBLIGATION REGARDING THE SITE

- 5.1 The Buyer hereby warrants to the Seller that the Buyer is lawfully entitled to install the Contracted Goods, and that all the necessary planning permission, licences and consents have been obtained, and that the installation of the Contract Goods will not contravene any statutory provisions or infringe any third party rights and in particular any Highways Legislation.
- 5.2 The Buyer shall give to the Seller in writing full details of the location and route of services and conducting media running through, upon and over the Site.
- 5.3 It is the Buyer's responsibility to ensure that the Site is suitable in all respects for the installation of the Contract Goods and the Seller shall not be responsible for any loss, costs, claims, demands, damages, liabilities or proceedings by reason of the Site not being suitable and adequate for that purpose.
- 5.4 It is the Buyer's responsibility to provide a suitable site or means for the disposal of waste material following excavation.

6. PROPER LAW

6.1 The formation, interpretation and operation of this contract shall be governed by English Law and the Buyer submits to the non-exclusive jurisdiction of the English Courts.

7. SELLER'S WARRANTY

- 7.1 If within a period of six months of commissioning the Contract Goods the same require repair or replacement due solely to a fault in the Contract Goods provided that:-
 - 7.1.1 The Seller's liability shall be limited to the repair or replacement of the Contract Goods and not further or otherwise, and
 - 7.1.2 for the avoidance of doubt the Seller will not be liable for any reason for any repair or replacement made necessary as a result directly or indirectly of any abuse of the Contract Goods or defect in the Site, or as a result of faulty or incorrect installation by an agent or contractor of the Buyer not approved by the Seller for the installation of the Contract Goods.
 - 7.1.3 The Seller shall not be liable in any way whatsoever for any loss, damage or injury caused by accident or by any third party whether trespassers or otherwise.
- 7.2 The Contract Goods are designed to be a deterrent to unauthorised access but the Seller gives no warranty that the installation of the Contract Goods will prevent unauthorised access and save only to the extent that liability cannot lawfully be excluded the Seller shall not be liable for any loss or damage whatsoever arising out of or as a result of unauthorised access to the Buyer's property or any unauthorised interference with the Contract Goods.

8. LIMITATION OF DAMAGES

- 8.1 Save as provided in 7.1 the Seller, its agents or subcontractors shall have no liability under the contract for any personal injury, death, loss or damage of any kind whatsoever whether consequential or otherwise including, but not limited to, loss of profits and so far as the law permits the Seller hereby excludes all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which, but for such exclusions might subsist in the Buyer's favour.
- 8.2 Neither the Seller, its servants, agents or subcontractors shall be liable for any loss or damage of any kind whatsoever (except arising from death or personal injury) whether consequential or otherwise caused directly or indirectly by any negligence on the Seller's part or on the part of any of the Seller's servants, agents or subcontractors in connection with or arising out of the manufacture, supply or installation of the Contract Goods.