



Terms and Conditions of Supply

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1. DEFINITIONS

1.1 In these conditions, 'Order' shall mean an FGP Systems Ltd, FGP Lufton Ltd or Ramp Surface Coatings Ltd Purchase Order under which goods are to be supplied/services performed. 'Company' shall mean the company for which the Purchase Order has been raised. The 'Customer' shall mean the person, firm or company stated on the face of the Order. 'Goods' shall mean all the goods and articles, whether raw material or finished products and / or supporting documents covered by the Order. 'Contract' shall mean any contract between the Company and the Customer for the supply of any Goods and/or Services, incorporating these conditions. 'Services' shall mean any services agreed in the Contract to be performed by the Company for the Customer (including any part or parts of them) including, but not limited to, any Services to be performed in relation to any Goods.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

(a) apply to and be incorporated into the Contract; and
 (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's confirmation of order or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 No amendments or variations to the Conditions of Order shall be valid unless agreed to in writing by the parties, such agreement being evidenced on an official Order.

2.3 Without prejudice to the provisions of Condition 2.2, if the Customer wishes to change any order, (which, for the avoidance of doubt shall include, but shall not be limited to, any amendment, addition or substitution with respect to any Input Material and/or any specification), any such change is subject to acceptance by the Company and the Customer must pay any additional charges associated with fulfilling the changed Order.

2.4 The Customer shall ensure that the terms of its Order and any Input Material and/or any applicable specification are complete and accurate and are submitted to the Company within a sufficient time period such as will enable the Company to fulfil the Company's obligations under the Contract.

2.5 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches a written acknowledgment of order to the Company. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. PRICES AND DELIVERY

3.1 U.K. Only (£ Sterling) - Unless otherwise agreed the prices quoted are exclusive of VAT. Unless otherwise agreed all prices are Delivered At Place.

3.2 Export. Only - The Customer is responsible for carrier, freight insurance and handling charges on collection.

3.3 Risk in the goods shall pass in a case where delivery is made by the Company's vehicles in the U.K. when the goods are delivered by the Company to the Customer or otherwise to its order. Where delivery is by some other means risk in the goods shall pass to the Customer on delivery to the carrier or to the post office. Risk in the goods in the case of an export sale shall pass when the goods are despatched for export from the Company by carrier and the Company will not be liable for loss or damage to goods arising after

such. The Company shall be obliged to give the Customer the notice required by Section 33(3) of the Sale Of Goods Act 1979 (which relates to the giving by the seller to the buyer of notice to enable the buyer to insure goods which are to be transported)

3.4 If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

- (a) Risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- (b) The Goods shall be deemed to have been delivered; and
- (c) The Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or
- (d) Sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.
- (e) Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5. VARIATION OF PRICES

5.1 Unless the order is accompanied by sufficient information, drawings and patterns to enable work to proceed forthwith, the Company is at liberty to amend prices to cover any increase on costs during the period of delay caused by lack of such details.

5.2 Any alterations by the Customer in design, weight, quantities or specifications and any suspension of work due to instructions or lack of instructions will involve adjustment of the agreed or quoted prices, if the costs are thereby affected.

6. PAYMENT

6.1 The price for any Goods and/or Services shall be paid by the Customer to the Company, as follows:

- (a) If the Company has agreed monthly credit terms with the Customer, the Company's invoices must be paid within 60 days following the date of the invoice unless prior written consent has been received by the Customer from the Company for alternative credit terms; or
- (b) If no credit terms have been agreed, then full payment must be made when the Customer's order is placed.

6.2 Time for payment shall be of the essence.

6.3 No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.

6.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

6.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

6.6 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the



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Company on such sum from the due date for payment at the annual rate of 8 % above the base lending rate from time to time of HSBC Bank, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall reimburse the Company for any and all costs incurred by the Company in recovering payment pursuant to this Condition 6.

6.7 Without prejudice to Condition 6.6, any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 6.5 shall entitle the Company, at any time and without notice to the Customer and without limitation to any other remedy available to the Company under these Conditions, the Contract, or otherwise:

- (a) To suspend or cancel the further delivery of any Goods or the performance of any Services, including, without limitation, stopping the delivery of any Goods in transit;
 - (b) To withdraw or reduce any agreed monthly credit limit; and
 - (c) To treat the Contract as having been repudiated by the Customer.
- 6.8** The Customer may not cancel any order or remove parts from a schedule for Goods and/or Services for which a written acknowledgment of order has been issued by the Company pursuant to Condition 2.5 and if the Customer cancels, or purports to cancel any such order (or the Contract or any part thereof), then the Company may, by notice in writing to the Customer, elect to treat the Contract as repudiated.

6.9 For the avoidance of doubt, and notwithstanding the exercise of any remedy by the Company in accordance with Condition 6.7 or 6.8, or under any other of these Conditions, the Contract, or otherwise, the Customer shall remain liable to pay and shall pay the Company at the Contract rate, any and all payments subsisting at the relevant time.

7. GUARANTEE

The following guarantee is a commitment to the Company's dedication to quality.

7.1 Subject to the following terms the Company will repair or at its option replace free of charge any goods which are shown to the reasonable satisfaction of the Company to be defective due to faulty workmanship of the Company within twelve months from the date of invoice.

7.2 The Customer shall make every effort to ascertain any defect as soon as possible after the delivery of the goods including carrying out tests or inspection during or after machining. Immediately after discovery of any defects or alleged defects the Customer shall notify the Company in writing and shall give the Company a reasonable opportunity to take action to prevent a repetition of the defect.

7.3 In the case of a sale to a Customer in the United Kingdom goods alleged to be defective will be collected by the Company at its expense provided that if the goods in question are subsequently shown not to be defective the costs of collection shall be paid by the Customer. In the case of goods which have been exported and which are alleged to be defective the Customer shall return them to the Company at the Customer's expense. Provided that the goods are shown to the reasonable satisfaction of the Company to be defective the Company shall reimburse the cost of returning the defective goods. No goods shall be returned to the Company without the prior

agreement of the Company, where an RMRA (Request for Material Returns Authority) unique ID will be supplied, and must be annotated on incoming paperwork.

7.4 The foregoing guarantee is given in substitute for and to the exclusion of any other warranty or condition as to compliance with description, merchantability, fitness for a particular purpose or otherwise howsoever which would otherwise be implied. The Company shall not be liable to the Customer whether in contract tort or otherwise for any loss damage costs or expenses of whatsoever nature and howsoever arising suffered or incurred by the Customer arising out of or in connection with the manufacture and sale of the goods. Without affecting the generality of the foregoing the Company shall not be liable to the Customer for the cost of labour, machining or other expenditure incurred in consequence of the goods being defective. Further in the absence of any agreement between the parties the cost to the Customer of salvaging defective goods shall not be recoverable from the Company and no salvaging operation shall be proceeded with by the Customer in any manner liable to prejudice the opportunity of the Company to take the earliest possible steps to avoid a repetition of the defect in any further goods it may be making.

7.5 The foregoing guarantee does not extend to goods which are defective because of defects in the design or manufacture of patterns which have been supplied by the Customer, or any defects caused prior to the Company receiving the raw/pre worked materials.

8. FORCE MAJEURE

8.1 The Company reserves the right to defer the date of delivery and/or performance, or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

9. NON DISCLOSURE

9.1 In the event that no NDA is entered into, and prior to any NDA coming into effect, the Customer acknowledges the Company's ownership of any Intellectual Property Rights in any Output Material and in any Goods and/or Services provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights. The Customer further acknowledges that any and all Intellectual Property Rights developed by the Company in performing any Services or in producing any Goods shall become vested and shall vest in the Company absolutely.

9.2 Any NDA entered into, without prejudice to Condition 9.1, between Company and Customer at the time of the order, shall be



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valid for all intellectual Property held in accordance to that document at that point, and from there after for a period of 5 years.

10. GOVERNING LAW

10.1 These terms and conditions and any agreement incorporating them shall be subject to and construed in accordance with English law, and both parties agree to the exclusive jurisdiction of the English law courts.

11. COMMUNICATIONS

11.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent electronically via email.

(a) (In case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

(b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

11.2 Communications shall be deemed to have been received:

(a) If sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) If delivered by hand, on the day of delivery; or

(c) If sent by email, within one hour of sending.

Communications addressed to the Company shall be marked for the attention of **Mr Nigel Pitman**.