TERMS AND CONDITIONS OF SALE

1. GENERAL
In these terms and conditions:
(a) "Company" means a division of G.S Christopher & Co. Ltd. Its subsidiaries and agents
(b) "Goods" means the articles equipments and/or services to Which this document relates and
(c) "Buyer" means the purchaser of Goods from the Company.

2. All orders are accepted and Goods supplied subject to these Terms and conditions and except insofar as any exclusion or restriction of liability may be prohibited by statute all other Conditions warranties and representations express or implied and statutory or otherwise except as to title are hereby excluded. No addition thereto or variation therefrom whether contained in the Buyer's order or otherwise shall apply unless agreed in writing by the Company.

3. ORDERS AND CANCELLATIONS AND RESCHEDULING OF DELIVERIES
All orders are subject to availability of Goods and to written acceptance by the Company on its acknowledgment of order form for the time being in use any prior acceptance by the Company being provisional only. The Company reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Buyer's commitments to the Company not being met. Cancellation of any order or part thereof or rescheduling of deliveries by the Buyer will only be considered by the Company if made in writing. If an order is cancelled or rescheduled by the Company in the aftersaid circumstances or is cancelled or rescheduled by the Buyer then the Buyer shall indemnify the Company against all loss costs (including the cost of all labour and materials used and overheads incurred) damages charges and expenses arising out of the order and the cancellation or rescheduling thereof without prejudice to any other rights of the Company.

4. PRICES
Except in respect of where the price is expressly stated to be fixed for a specific delivery period the Company reserves its rights to alter its quotation or order prices in respect of the Goods by reference to the price ruling at the date of despatch of the Goods by any additional sum as may from time to time be necessary to cover increases in the costs of the materials and/or labour (or any other factor affecting the cost of production or delivery) which may occur between the date of contract and the date of despatch.
. Where in a quotation or acceptance of order a price is expressly fixed for a specific delivery period and for any reason (except where the same is due to the fault of the Company) a supply is made under the quotation or order after the end of the said period the Company reserves the right in respect of such supply to charge the price ruling at the date of despatch of the Goods in like manner as in Condition 5.
A quotation of the company does not constitute an offer by the Company to supply the Goods and every acceptance or any quotation of the Company and every order by the Buyer in response to any quotation of the Company shall be deemed an offer by the Buyer to the Company and will not be binding on the Company until the Company has given its written acknowledgement of such acceptance of order.
A quotation which is stated to be for a fixed price shall be deemed to have been withdrawn in any event unless an order in respect therefore is place for delivery within the period specified in the quotation.

5. DELIVERY
Where a quotation or acceptance of order specifies a delivery period but the Company is unable to complete delivery without further information or details from the Buyer and there is in the opinion of the Company a delay on the part of the Buyer in providing the information or details then the Company may if it wishes give notice extending the delivery period and without prejudice to the company's right to vary its prices under Condition 4 hereof.
Any date or period set out therein for the delivery of the Goods or any part of them shall not be the essence of the contract and if the Company is prevented from delivering any Goods at the time provided for delivery by reasons of any cause outside its reasonable control including but not so as to limit the generality of the foregoing fire explosion plant breakdown interference by labour strikes or lockouts or non-availability of transport or materials then the period for delivery shall be extended to such extent as shall be reasonable having regard to the circumstances.

6. CARRIAGE
All prices stated or referred to in the Company's quotation or in the Company's acceptance of order excludes any carriage or packing charges which shall be paid by the Buyer.

7. WARRANTIES AND CLAIMS
The Company will make every endeavour to supply Goods suitable to the Buyer's requirements and accordingly if the Goods after inspection by the Company or its agent are accepted by the Company by reason of faulty material or workmanship as being unmerchantable at the time of supply or unfit for any specific purpose which has been made known to the Company prior to the making of the contract or as differing materially from their description or from any sample supplied the Company undertakes to replace such Goods or (at the option of the Company) to refund the purchase price or a fair proportion thereof. This undertaking by the Company is subject to and conditional upon the following provisions.
The Buyer must give notice to the Company of any claim within 12 months of receipt of the Goods and within 14 days after the discovery of the complaint.
Such replacement or refund by the company shall be the absolute limit of the Company's liability to the Buyer in respect of any such Goods and any further claims including claims for consequential loss and damages are excluded.
Whilst the Company warrants that any survey advice representation schedule or forecast given on the part of the Company from anything said or written in discussions or negotiations between the Company and the Buyer or their respective agents or by the Company to any other parties prior to the making of the contract is given in good faith and after due consideration of the facts before the Company the Company shall be under no legal liability whether in negligence or howsoever in respect thereof to the Buyer or any other person except to the extent to which there is a breach of this warranty.
No claim can be entertained for Goods short delivered or damaged in transit unless either (where this is possible) a receipt is given to the carrier detailing the shortage or damage at the time of delivery or notification of the shortage or damage is made to the Company within seven days from the delivery of Goods by the carrier.
No claim for non-delivery of the Goods can be entertained unless the Company is notified within seven days from the date of its invoice.

8. PASSING OF RISK
The risk in the Goods shall pass to the Buyer when the Company delivers the Goods in accordance with the term's hereof to the Buyer or other persons to whom the Company has been authorised by the Buyer to deliver the Goods whether expressly or by implication and the Company shall not be liable for protection of the Goods thereafter and the Buyer shall insure and protect the Goods thereafter against such risks as may be commercially prudent.

9. PAYMENT
Unless otherwise specifically agreed all invoices are payable cash on delivery or against Proforma invoice. The Buyer shall in addition to the price of the Goods pay any value added tax which may be payable.
If the Company agrees to allow the Buyer credit the Company may at any time at its sole discretion limit or cancel such credit and may require payment of all or any part of contract price for the Goods to be made in cash in advance of delivery or may require guarantees or other security to be provided and any payment or security so required shall be paid or furnished by the Buyer promptly upon such requirement being notified by the Buyer. The Company shall be under no obligation to deliver the Goods or any part thereof unless and until the Buyer has complied with this condition and has discharged all its other obligations to the Company under the order on any other account.
All Goods supplied on credit shall be paid for by the terms of 30 days from invoice date, unless otherwise agreed by Management in writing.
Payment of an account in full by due date shall be a condition precedent to future deliveries under the same or any other contracts existing between the Company and the Buyer and the Company may suspend delivery thereof until this condition is satisfied.
If the Buyer fails to make payment for Goods supplied as aforesaid then without prejudice to any other rights the Company may have, the Company shall be entitled to charge in addition to any monies due hereunder interest at the rate (as well after as before any judgement) of 2% per annum above the basic rate of the Company's principal bankers for the time being calculated on a daily basis on the outstanding balance from the due date of payment down to receipt by the Company of payment.

10. PROPERTY IN GOODS
Until payment by the Buyer in full of the price and any other monies payable to the Company in respect of Goods:-
(a) Property in the Goods shall remain with the Company
(b) The Buyer shall hold the Goods as bailee for the Company and shall so store and protect them so that they shall at all times be identifiable as Goods of the Company provided that the Buyer may until the occurrence of any of the events specified in condition 11 below sell process or otherwise dispose of or deal with the Goods in ordinary course of its business.

11. BUYER'S DEFAULT
If the Buyer shall default in or commit breach of its obligations to the Company or if the Buyer (or when the Buyer is a firm any partner of that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so or any application shall be made under any bankruptcy act for the time being in force for sequestration of his estate or a trust deed shall be granted by him on behalf of his creditors or the Buyer being an incorporated body if any resolution of petition to wind up its business shall be passed or presented otherwise than for re-construction or amalgamation or if a receiver or manager of the Buyer's undertaking property or assets or any part therefore shall be appointed or if the Buyer shall be insolvent or shall be unable or deemed unable to shall admit its inability to meet its commitments promptly as and when due or if any other event shall occur which in the Company's opinion gives grounds for believing the Buyer's ability to perform its obligations under any order may be impaired then and in any such event or the equivalent thereof in the Buyer's country of domicile the Company may (without prejudice to any other right or remedy which it might have):
(a) forthwith determine all or any orders in whole or in part by notice in writing; and/or
(b) repossess any of the Goods held by the Buyer in which property has not yet passed to the Buyer and for this purpose enter upon any premises of the Buyer and sever the same from any assets of the Buyer; and/or
(c) forthwith demand immediate payment of the Contract Price of the Goods and all other sums which may be outstanding to the Company on any account whereupon the same shall become immediately due and payable; and/or
(d) resell all or any of the Goods without further notice to the Buyer upon such terms and conditions as the Company may in its discretion determine.

12 DESIGN
The Company reserves the right to alter modify or improve the design of any goods without notification and buyers orders will be executed with current production.

13. BUYER'S DESIGN
Where Goods are ordered in accordance with the designs drawings and specifications or samples furnished by the Buyer or compiled on behalf of and approved by the Buyer the Buyer shall indemnify the Company against all liability or alleged liability in respect of any infringement of intellectual property rights of third parties out of the manufacture sale or use of such Goods and against all claims demands proceedings damages costs and expenses arising in respect of such liability or alleged liability.

14, SITE WORK
(a) Preparatory and other work to be carried out and goods to be supplied and/or services or attendances to be provided by the Buyer its servants or agents or by third parties shall be executed to the Company's satisfaction and shall be so arranged by the Buyer so as to allow continuous and unhindered work by the Company. In the event of any delay the Company shall be entitled to reasonable extension of time for completion and to reimbursement by the Buyer or loss and expense caused to the Company.
(b) Unless specifically provided in an Order for quotation work on site shall be carried out based upon a normal eight hour working day between Monday and Friday only. The extra cost of any other weekend shift or out of hours working executed at the Buyer's request or to rectify delays caused by the Buyer shall be added to the Price at the Company's overtime surcharge rate.
(c) Any site work element of the order is based on conditions and unobstructed access to the job site together with an adequate facility being provided to the Company for indoor storage of Goods in close proximity to same.
(d) Unless otherwise agreed the Buyer shall be responsible without charge to the Company for:
(i) off loading.
(ii) provision maintenance erection and dismantling of any necessary scaffolding staging etc. and provision of any necessary mobile cranes hoists and the like.
(iii) builders or civil work including excavation cutting away and making good including any damage to decorative finishes in the work area and any decoration required after installation.
(iv) any dismantling and reinstatement or existing structure and equipment and removal of any redundant items etc. from the job site.
(v) provision of power light fire fighting equipment temporary screens or enclosures first aid facilities site huts store huts messing facilities toilets etc.
(vi) connections of main services to the installed goods.
(viii) waiting time multiple visits to site and interrupted working.
(e) Any plant or equipment provided by the Company in relation to the performance of the Company's obligations is provided exclusively for the use of the Company or its agents or employees and any other persons using such plant or equipments do so at the Buyer's risk. The Buyer indemnifies the company against any claim made against the Company in respect of the use of such plant or equipment and for making good any damage so caused.

15. LIMITATION OF LIABILITY
It is expressly stipulated that in the event of any claim on any ground being made by the Buyer against the Company in respect of the Goods or any matter arising from or in relation to the order relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the Goods and under no circumstances shall the Company be liable for loss of profit or any consequential loss howsoever arising.

16. LAW APPLICABLE
Each order and these terms and conditions shall be governed by and constructed in all respects in accordance with the laws of England.

17. WAIVER
Failure or delay by the Company to enforce any of its rights against the Buyer shall not be construed as a waiver of such rights.