

1. DEFINITIONS

- a) The "Buyer" is Palmers Scaffolding UK Limited;
- b) The "Seller" is the person, firm or company with whom an order is placed;
- c) The "Order" is the commercial commitment entered in to with the Seller, by the Buyer.
- d) The "Contract" is any contract related to or arising from the Order;
- e) The "Goods" are any goods / services / information / or computer software referred to in the order and/or supplied pursuant to the contract;
- f) The "Client" is any person, firm or company that is contractually employing the Buyer, or to whom the Buyer is contracted as a Seller; a provider of services; or on whose behalf Palmers Scaffolding UK Limited is acting.

2. VALIDITY

- a) The Order and Contract shall be subject only to these Conditions, and such other variations that have been imposed or accepted by the Buyer in writing, signed by a duly authorised representative of the Buyer and such terms as may be implied by law.
- b) Acceptance of the order signifies acceptance of all Conditions therein notwithstanding any contrary conditions of acceptance of sale or tender, and this order cannot otherwise be accepted by the Seller.
- c) The Buyer shall not be liable for any order unless issued on the Buyer's official Order form and duly signed by an authorised representative who shall be, either a member of the Buyer's Purchasing Dept; a Director or authorised officer of Palmers Scaffolding UK Limited.
- d) Employees who accept delivery may not agree to any variations of these conditions or accept any conditions proposed by the Seller.
- e) The Order may be withdrawn by notice from the Buyer unless unconditionally accepted by the Seller within 14 days of the date stated on the Order.
- f) Any attempt by the Seller to provide inducement or gifts to the personal benefit of any representative of the Buyer, regardless of whether or not such a representative is in a position to affect the placement of an Order, will be treated as unethical. Such action may cause the Seller to be removed from the Buyer's supplier base and render the Buyer's representative liable for disciplinary action or dismissal.

3. QUALITY AND SPECIFICATION

The Goods shall be fit in every respect for the purpose of their description, of the best materials and workmanship and conform to all specifications and samples. Where a purchase relates to the acquisition of Plant, Machinery or Computer Software such goods shall be supplied complete with, an Operator's Manual in English. The Seller acknowledges that the Buyer has made the Seller aware of the particular purpose for which the Goods are being bought; the manner in which they are intended to be used and that the Buyer is relying on the Seller's skill and judgement.

4. PRICES

- a) No price increase or variation in prices, including charges for packaging and/or carriage, will be accepted against the order unless previously agreed in writing.
- b) Prices applicable at the placing of the order shall be maintained unchanged during the period of validity of the contract, or during the delivery period of the goods, subject to any terms being mutually agreed and confirmed in writing.
- c) The Price of the Goods shall be:
 - i) Exclusive of any applicable Value Added Tax (which shall be payable by the Buyer subject to receipt of a VAT invoice) but shall be;
 - ii) Inclusive, of all charges for packaging, shipping, carriage, insurance freight and delivery of the Goods to the Delivery Address, including costs related to any export duty, import duty or levies other than Clause 4 c) i).

- d) The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on the Seller's own Terms and Conditions of Sale.
- e) The Seller warrants that the Price does not exceed the price charged by the Seller to any other customer purchasing goods of a similar nature and quantity as those in the Order.
- f) The Seller agrees to maintain an on going programme of cost reduction and to pass any benefits derived to the Buyer by reductions in the Price from time to time.

5. DELIVERY

- a) On the delivery date stipulated by the Buyer or, if no date is stipulated, within a reasonable time from the date of the Order, the Seller shall deliver the Goods to the place designated by the Buyer. Whether stated or not, time shall be of the essence.
- b) The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

6. COPYRIGHT AND COMPUTER SOFTWARE

- a) The property and copyright of all designs, drawings, instructions, manuals, other documents and computer software prepared for the Contract shall belong to the Buyer and the Seller shall use them only for the benefit of the Buyer.
- b) Where the Order, the Contract or the Goods includes the provision of any computer software (other than computer software falling within Clause 4a), unless the Buyer expressly have agreed in writing to any variation of this clause, the Seller grants to the Buyer a non-exclusive, irrevocable, royalty free, world-wide, licence to use the computer software for any purpose whatsoever.

7. PASSING OF TITLE AND RISK

If any part of the price for the Goods is payable before delivery:

- a)
 - i) Title of all components of the Goods, materials for the Goods and tools used exclusively in connection with the Goods (hereinafter referred to as 'hardware') shall pass to the Buyer as soon as they are allocated to the Contract. Or in all related designs, drawings, other documents and computer software (hereinafter referred to as 'documentation') as soon as they are prepared. The Seller shall by written notice inform the Buyer as and when such hardware/documentation is allocated. Notwithstanding any payment terms stated in the Order, Contract or otherwise agreed, the Buyer is empowered to withhold any payment otherwise due to the Seller, until the agreed value of hardware/documentation is equal to the sum of such payment and/or any payments already made to the Seller.
 - ii) The Seller shall: Clearly mark all hardware and documentation as the property of the Buyer; Store and identify the same such as to preserve their identity; Make them available for inspection whenever required and comply with all instructions of the Buyer.
 - iii) The Seller shall furthermore incorporate in his contracts with subcontractors and suppliers, provisions to ensure that "Title" passes to the Buyer as aforesaid and that the requirements of Clause 7a) ii) are complied with in respect thereof.
- b) Where Clause 7a) does not apply, title to the Goods shall pass to the Buyer on delivery, at the place designated or otherwise agreed.
- c) Subject to Clause 7d) regardless of 'Title', the risk in the Goods shall not pass to the Buyer until delivery.
- d) In the case of a contract for the international supply of goods, the provision of 'Incoterms 1990' shall apply and risk shall pass in accordance therewith.
- e) In cases where commissioning is necessary, the 'Risk' to the goods shall pass at the date of the Commissioning Certificate. The Seller shall keep the Goods adequately insured from the time of delivery to the Buyer's designated delivery point until the date of the Commissioning Certificate (where applicable). This obligation is additional to and not in substitution of Clause 7a), 7c) & 7d).
- f) The passing of "TITLE AND RISK" is without prejudice to any right of rejection, which may be exercised by the Buyer.

8. TERMINATION/REJECTION

- a) Unless specifically agreed in writing, all orders relating to HIRE agreements will automatically be deemed to terminate 4 weeks from the date of order or on the date stipulated on the order. Where upon it is the Seller's responsibility to obtain a new order from the Buyer to cover any extension.
- b) If the Seller is in breach of contract or becomes unable to pay his debts day by day as they become due, the Buyer may terminate the Contract and may elect to keep all or part of the Goods still being manufactured or otherwise undelivered.
- c) The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
- d) The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
 - i) the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - ii) an encumbrancer takes possession, of any of the property of assets of the Seller; or
 - iii) a receiver is appointed; or
 - iv) the Seller ceases, or threatens to cease, to carry on business; or
 - v) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- e) If the Buyer terminates the Contract the Seller shall return to the Buyer all payments already made, for the rejected Goods. On termination, the Buyer may elect to keep or take some of the Goods, whereupon the Buyer shall account to the Seller for them at a proportion of the Contract Price or at their value to the Buyer, whichever is the lower. No compensation shall be payable to the Seller on termination or rejection.
- f) The rights, remedies and obligations set out in Clauses 8, 9 and 10 are in addition to any other rights and remedies of the Buyer and obligations of the Seller.
- g) Termination of the Contract for whatever reason shall neither affect the operation of Clause 15 which shall continue in full force and nor shall it effect the licence granted pursuant to Clause 6 b) which shall continue in accordance with its terms.

9. DEFECTIVE GOODS AND INSURANCE

- a) The Seller shall make good at his own expense, all defects found in the Goods and any computer software supplied by the Seller during a period beginning on their delivery and ending twelve months after the Buyer first uses them commercially.
- b) The Seller shall, maintain for such period as the Buyer and Seller shall agree in writing, or in the absence of such agreement for a period of six years from the date of delivery, full and complete records relating to, the design, testing, composition, manufacture, storage, transportation. In addition the Seller shall retain information relating to the suppliers of raw materials and components used in the manufacture of the Goods ("the Information"). The Seller shall at the Buyer's request, promptly provide the Buyer with all such information, and render such other assistance as the Buyer may request in connection with the defence of any claim arising out of, or related to, any defect or alleged defect in the Goods or any product in which the Goods have become incorporated whether as a component, raw material or otherwise. The Seller shall impose an equivalent obligation for the benefit of the Buyer, upon the Seller's suppliers used in the manufacture of the Goods.
- c) Unless otherwise agreed in writing between the Buyer and Seller, the Seller shall insure with a reputable insurer against all liability to the Buyer (whether arising under the Contract or otherwise) arising out of or connected with the Goods and the sale, supply or transportation thereof. Unless otherwise so agreed the amount of such insurance cover shall not be less than £1 million.
- d) Without prejudice to any other remedy if any Goods or Services are not supplied or performed in accordance with the Contract, then and regardless how slight any breach, the Buyer shall be entitled;

- i) to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or -
 - ii) at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid; or
 - iii) to reject, all or any part of the Goods. All rejected Goods shall (at the Buyer's discretion) be returned to the Seller or collected within 5 working days by the Seller and the costs for return or collection and risk from rejection shall be borne by the Seller.
- e) The Buyer shall not be deemed to have accepted any Goods until the Buyer has had reasonable time to inspect them following delivery or if later within a reasonable time after any latent defect in the Goods has become apparent.

10. INDEMNITY

The Seller shall indemnify the Buyer against all liability, (including legal expenses & associated damages) awarded against, or incurred or paid, by the Buyer as a result of or in connection with:

- a) breach of any warranty given by the Seller in relation to the Goods or the Services;
- b) any claim that the Goods infringe; or their importation, use or resale, infringes; the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- c) any liability under the Consumer Protection Act 1987 in respect of the Goods;
- d) any act or omission of the Seller or its employees, agents, or sub-contractors in supplying, delivering and installing the Goods; and
- e) any act or omission of any of the Seller's personnel in connection with the performance of the Services;
- f) the Buyer's losses consequential to any breach of the Contract by the Seller.

11. FORCE MAJEURE

Neither the Seller nor the Buyer shall be liable to the other, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- a) Act of God, explosion, flood, tempest, fire or accident;
- b) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- c) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- d) Import or export regulations or embargoes;
- e) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Seller or the Buyer or of a third party);
- f) Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- g) Power-failure or breakdown in machinery.

12. QUALITY & ENVIRONMENTAL ASSURANCE

- a) Where the Specification requires the operation of a recognised quality assurance &/or environmental standard the Seller shall:
 - i) Operate and maintain an effective quality control &/or Environmental policy to the standard referred to in the Specification;
 - ii) Permit the Buyer's quality control / environmental personnel or agents upon reasonable notice to inspect the Seller's premises to test and verify the Seller's quality control system or environmental policies.
 - iii) Supply on loan to the Buyer material, reasonably required by the Buyer, for verification purposes.

13. SUBCONTRACT

- a) The Seller shall not assign or sub-let the Contract or any part of it unless agreed by the Buyer in writing.

14. COMPLIANCE

The Seller shall ensure that the Goods are designed and made so as to comply in use with all relevant statutes, regulations, bye-laws and directives in effect at the time of delivery.

15. CONFIDENTIALITY

- a) In this clause Confidential Information means the Order, the Contract and any tools, materials, drawings, designs, documents, computers, software or other information issued or disclosed to the Seller in connection with or during the performance of the Contract. The confidential information must not, without the Buyer's prior written consent, be disclosed to any third party, except to the extent necessary for the performance of the Contract. In addition, the Seller's employees, sub-contractors and suppliers who are made aware that it is confidential and are obliged to treat it as such. The Confidential information shall not be used for any purpose other than the performance of the Contract. In particular, but without excluding the generality of the foregoing, the Seller shall not use the Contract for the purpose of advertisement nor shall the Seller or his sub-contractors take or allow their respective employees to take any photographs.
- b) The Seller shall, if so requested by the Buyer, enter into such further or additional confidentiality undertakings as the Buyer may deem necessary in the circumstances, of the particular Contract.
- c) Where the Buyer is operating within the confines of the Buyer's contractual employer, herein 'the Client' the same level of confidentiality will be extended by the Seller to the Client.

16. INVOICES, STATEMENTS AND PAYMENT

- a) A detailed, priced invoice bearing the Order Number must be sent to the Buyer at "Palmers Scaffolding UK Limited, 331 Charles Street, Royston, Glasgow, G21 2QA."
- b) i) Unless special payment terms have been agreed: In the case of Goods which do not require commissioning the Buyer shall pay for the Goods at the end of the next month following the date in which an invoice clearly stating the Order number for the goods or services is received, , and always provided requirements as stated within the conditions have been satisfied. In the event of late payment for whatever reason, the Buyer shall not be liable to pay interest on outstanding sums.
ii) In all other cases: The Buyer, shall pay a pre-agreed percentage of the Order price, against the Seller's invoice at the end of the next month following the invoice date.
iii) Unless otherwise agreed the balance of the Order price shall be payable at the end of the next month following the month in which the Commissioning Certificate is issued, provided the requirements of Clause 7 have been satisfied.
- c) A failure to comply with these requirements may result in delays in payment.

17. GENERAL

- a) No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- b) If any provision of these Conditions is held by any competent authority to be invalid or un-enforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall be unaffected.
- c) If the Buyer shall deem it appropriate the Seller shall supply the Buyer with a deed of Guarantee executed by its holding company (within the meaning of section 736 Companies Act 1985) to guarantee the Seller's proper performance of its obligation under the Contract.

18. GOVERNING LAW

The construction, validity and performance of the Contract shall be governed in all respects by English Law and the Seller submits to the jurisdiction of the English courts.

19. ADDITIONAL CONDITIONS FOR PERFORMANCE OF WORK AND PROVISION OF SERVICES

- a) Before any contract work begins the Seller's supervisor must make himself known to the person designated and notified to him as the Buyer's contact. The Seller shall ensure that his employees or any third party engaged by the Seller shall observe;
 - i). the requirements of the Factories Act and similar legislation including all statutory regulations made there under;
 - ii). all requirements of the appropriate Local Authority and accepted codes of safety practices including (where applicable);
 - iii). 'Client codes of practice' when operating on a site appertaining to the Buyer's client;
 - iv). such requirements as have been detailed in Clause 12.
 - v). The Seller shall further ensure that such employees or third parties do not trespass on parts of the Client's premises for which they are not authorised and shall comply with all security and safety regulations that may from time to time be in force up on such premises. It shall be deemed that the Seller shall have full knowledge of such regulations and copies may be acquired on request.
- b) Clauses 1 to 18 shall apply mutatis mutandis to any work or services referred to in the Order of the Contract "the Work" and, in particular, but without prejudice to, the generality of the foregoing:
 - i) the Seller shall execute and complete the Work in accordance with the particulars and any specifications contained or referred to in the Order and to the satisfaction of the Buyer;
 - ii) the Seller shall complete the Work diligently by the date stipulated by the Buyer or, if no date is stipulated, expeditiously within a reasonable time from the date of the Order;
 - iii) the Seller shall make good at his own expense all defects found in the Work during a period beginning on its completion and ending twelve months after the Buyer first uses its results commercially;
 - iv) the Seller shall forthwith withdraw from the site any employee when the Buyer requires him to withdraw.
- c) i) Except for anything specified in the Contract as being provided by the Buyer, the Seller shall provide everything required for the Work, including but not limited to plant, tools, equipment and protective clothing, all of which shall be entirely at the risk of the Seller and his employees howsoever any loss of or damage to them may arise. The Seller shall ensure that everything he so provides is safe for use for the Work. The Seller shall also ensure that anything lent to him by the Buyer is safe for that use. Shall use it entirely at his own risk; shall indemnify the Buyer against any claim howsoever arising in connection with that use and shall make good to the Buyer it's loss or damage (if any) howsoever arising. Without being relieved of his foregoing obligations, the Seller shall ensure that he holds all appropriate tests and examination certificates, in respect of any equipment requiring those certificates. He shall on request, produce those certificates for the Buyer's inspection when and where required by the Buyer. No approval, examination or inspection by the Buyer of any plant, equipment, tools, protective clothing or materials used by the Seller in, or in conjunction with, the Work shall impose any

liability on the Buyer, nor shall it relieve the Seller in whole or in part from any of his obligations under Clause 19.

- ii) The Seller shall carry out the Work safely and without risk to person, property or the environment. In addition the Seller shall also comply with all relevant laws, codes of practice and standards governing such matters (including those relating to the disposal of waste) and with all additional safety and environmental regulations imposed by the Buyer. The Seller shall indemnify the Buyer against all consequential loss resulting from the Seller's failure to comply with his obligations under this clause; against all claims howsoever arising out of that failure in connection with the Work and against all associated costs, losses and expenses.
 - iii) Where the Contract includes the supply of labour by the Seller, (including but not restricted to employment agencies) and whether or not any other services or any goods are supplied, the Seller shall indemnify the Buyer against all claims, costs, expenses, loss and damage resulting from the negligent act or omission of any person acting for the Seller, employed by the Seller, or contracted by the Seller.
 - iv) Notwithstanding Clause 9c) or any increase in the level of insurance as may have been agreed, in writing, between the Buyer and the Seller, the Seller shall also insure against such third party risks as the Buyer may require. Before starting the Work, and thereafter whenever so requested, the Seller shall produce such evidence of insurance and payment of premiums as the Buyer may require. Failure to comply with this requirement may prompt the Buyer to effect such insurance as required, and the Seller shall reimburse the cost of this insurance.
- d) In the absence of written agreement to the contrary, at the time when the Contract is made and subject to Clause 4, all prices applicable at the time of ordering shall remain fixed and firm.
- e)
- i) The Buyer may, during the performance of the Contract require the Seller by written notice, to vary the Work/Goods supplied in connection therewith by specified amendment, omission or deletion and the Seller shall comply with any such notice;
 - ii) Before giving notice under Clause 19e) i) the Buyer may by enquiry, require the Seller to submit a written quotation proposing an appropriate increase or reduction of the contract price in respect of any variation specified in that enquiry and the Seller shall comply with any such notice;
 - iii) Subject to compliance with the terms of Clause 19 e) i) & ii) for variations ordered by the Buyer, the contract price shall be adjusted in accordance with the Seller's quotation provided the Buyer accepted that quotation and agreed the price adjustment in writing.