



SSF Group

CONDITIONS OF SALE AND SUPPLY

1. DEFINITIONS

In these terms and conditions of sale, the following meanings shall apply:

“Company” means SSF Group and all divisions within the SSF Group.

“Company Signatory” means a person authorised by us.

“Customer” shall mean the person, firm, company or corporation entering into any contract for supply of the Company’s goods or services.

“Contract” means the contract for the supply of goods incorporating these terms.

“Goods” shall mean any item supplied by the Company to the customer pursuant to the terms of any contract between them.

2. THE CONTRACT AND APPLICATION OF CONDITIONS

- 2.1. These conditions shall apply to all contracts for supply of Goods between the Company and the Customer and no variation, qualification or addition to them or this contract will be accepted by the Company unless in writing signed by a Company Signatory.
- 2.2. Quotations are invitations to treat and the Customer must place an order for any goods to be supplied. Any order so given shall be subject to these conditions to the exclusion of all others as aforesaid.
- 2.3. Notwithstanding the terms contained on any order form from the Customer or any other conditions these Conditions shall nevertheless
- 2.4. Unless specifically agreed in writing by the Company, the Customer shall not be entitled to cancel this Contract for any reason other than a fundamental breach by the Company of its obligations hereunder. In the event of the Company agreeing to the Customer cancelling their order the customer shall be liable to pay a cancellation fee to the Company equal to the costs of whatever nature incurred by the Company is in connection with the order and its cancellation.
- 2.5. No guarantee, representation, warranty or condition as to quality or fitness even though the purpose be known to the Company shall be implied in this Contract whether by statute or otherwise, except in so far as a statute makes such implication mandatory and / or forbids its exclusion
- 2.6. The Company accepts no responsibility for any errors of description measurement, design drawing or specification or the like of the Customer’s requirement for material as specified in the Customer’s order for the Goods, which specified requirements the Company relies on for the Company’s manufacturing/ supply of the Goods.
- 2.7. The Customer is expected to be fully conversant with the nature and performance of the goods, including any harmful or hazardous effects their use may have.
- 2.8. The Company shall not be liable in respect of any misrepresentation made by its employees or agents as to the condition of the goods, their fitness for any purpose or as to quality or measurements, unless the representation is:
 - 2.8.1 Made or confirmed by a company Signatory ;and/or
 - 2.8.2 Fraudulent.
 - 2.8.3 For the avoidance of doubt ,our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by clause 8 of these terms.

3. PAYMENT

- 3.1. In the absence of specific credit terms being agreed, all accounts are due for payment no later than 30 days from date of invoice. The Company accepts payment by debit card or credit card with the latter being subject to an additional 3% surcharge.
- 3.2. Late payment will incur interest at 8% above the Bank of England base rate prevailing at the time ,until the date of payment after as well as before judgment.
- 3.3. Credit facilities may be withdrawn or reduced at any time at the Company’s discretion.
- 3.4. The Company reserve the right to refuse to execute any order or Contract if the arrangements for payment or your credit rating is not satisfactory to us. At our discretion we may require security satisfaction to us or payment for each consignment when it is available and before it is dispatched in which case delivery will not be effected until we in receipt of security or cleared funds as requested by us. This clause is applicable even in circumstances where the Company has previously agreed to give the Customer credit

- 3.5. In the case of short delivery, the Customer remains liable to pay the full invoice price of all goods delivered or available for delivery.
- 3.6. The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set off or counterclaim, which the Customer may have or allege to have, for any reason whatsoever.
- 3.7. The Company is entitled at all times to set off any debt or claim of whatever nature which the Company has against any sums due from the Company to the Customer.
- 3.8. A Personal Guarantee must be signed by the Customer, in the case of credit insurance being declined.

4. PRICE

- 4.1. Prices listed or quoted are based on costs prevailing at the time when they are given or agreed. The Company reserve the right to adjust the price of the goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by us after the date of acceptance of your order and any direct or indirect costs of making, obtaining, handling, or supplying the goods.
- 4.2. Prices quoted are applicable to the quantity specified and on the information provided by the Customer at the time of order. In the event of orders being placed for reduced quantities, or if there is any change in specifications, delivery dates, or delay is caused by the Customer’s instructions or lack of instructions, the Company is entitled to adjust the price of the goods in order to take account of the variations.
- 4.3. The price of the goods shall be that prevailing at the date of delivery of the goods. The price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.
- 4.4. The Company shall have the option of supplying any goods ordered by the Customer in imperial measurements in the nearest equivalent metric measurements and the goods may be charged in metric measure allowing for conversions.

5. INSPECTION

- 5.1. The Customer shall inspect the goods at the place and time of unloading or collection, but nothing in these terms exclude the Customer from breaking packaging and/or unpacking goods which are to be stored before use.
- 5.2. The Customer shall be deemed to have accepted the Goods within three days of delivery to or collection by the Customer, unless notification of a fault is made to the Company by telephone and in writing. Following the said deemed acceptance of the Goods, the Customer shall not be entitled to reject the Goods.
- 5.3. The Company’s liability for short delivery is limited to making good the shortage.
- 5.4. Where it is, or would have been, apparent on a reasonable inspection that the goods are not of conformity with the contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample, you must advise us by telephone immediately, and give us written notice within three working days of inspection.
- 5.5. Any failure by the Customer to give the requisite notice as detailed in clause 5.2 and 5.3 will result in the Goods being deemed to have been accepted and the Customer shall irrevocably and unconditionally waive any rights to reject the goods.

6. DELIVERY

- 6.1. Delivery will be effected when the goods leave the Company premises whether carried by the Company or an independent carrier, or the premises of Company suppliers when the goods are delivered direct from suppliers of the Company.
- 6.2. Any time or date given by the Company is intended as an estimate only and time is not to be of the essence.
- 6.3. The Company shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay in delivery of the goods, or failure to deliver the goods in a reasonable time.
- 6.4. The Customer must provide the necessary labour for unloading the goods within a reasonable timeframe. If the Company delivery vehicle is kept waiting for an unreasonable time, or is obliged to return without completing delivery, or if the Company provide additional staff to unload goods, an additional charge will be made.
- 6.5. The price agreed includes the Company’s normal delivery charges an additional charge may be imposed where the Company incurs further costs or expenses such as (but not limited to) a. Those caused by delivery of less than a full load b. Complying with a Customer’s request for delivery outside the Company’s normal delivery pattern or trading by instalments



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c. Orders of small value which are uneconomical for the Company to deliver free of charge.

- 6.6. The Company reserves the right to make delivery by instalments and tender to a separate invoice in respect of each instalment. The Company's failure to deliver any one or more instalments, or any claim by the Customer in respect of any one or more instalments, shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.7. All orders are accepted by the Company on the condition that delivery/collection will be taken by the Customer within 14 days following notification that the Goods are ready
- 6.8. Failure by the Customer to take delivery, accept or collect the goods within the agreed time, the Company may in its discretion make an additional charge, invoice the Customer for the goods, or treat the Contract as repudiated and, in any case, recover any losses from the Company.
- 6.9. If the goods are to be deposited other than at the Customer's premises, the Customer shall be responsible for compliance with all regulations, and for all steps which need to be taken for the protection at all times of persons or property.
- 6.10. The Company shall make a charge for packaging, including crate cases and pallets, which shall be credited upon return of the same, carriage paid, and in good condition within 7 days of delivery. Polythene sacks are not returnable.
- 6.11. Where Goods are collected from the Company by the Customer, the Customer bears the sole responsibility in relation to the size, weight and positioning of the load on the vehicle and shall indemnify the Company in respect of all costs, claims, losses or expenses it may incur as a result of the goods being collected by the Customer.
- 6.12. The Customer will indemnify the Company in respect of all costs, claims, losses or expenses incurred as a result of delivery in accordance with the Customer's instructions.

7. LIABILITIES

- 7.1. Subject to the provisions of Clause 8 below, any claim by the Customer otherwise than under 7.2 and 7.4 below in respect of any breach of this Contract by the Company or their servants or agents or any term, condition or warranty of this Contract shall be notified to the Company in writing by the Customer within fourteen days of the date of delivery (or delivery of initial instalment of the Goods in the event of agreed delivery by instalments) of the material to which the claim relates.
- 7.2. Any claim by the Customer in respect of non-delivery of or damage to the whole of the consignment of the Goods or of any separate package forming part of the said consignment shall be notified to the Company in writing within three days and shall also be notified to the carrier in the manner and within the appropriate time limit prescribed by the carriers' terms and conditions of carriage.
- 7.3. If the Customer fails to give the appropriate notice within the time stated, the Customer's claim shall be deemed to have been waived and shall be absolutely barred and in this connection time shall be of the essence.
- 7.4. Material/Goods proved within four months of the date of dispatch to be otherwise than in accordance with this Contract will be repaired and/or replaced by the Company free of charge at the Company's premises (provided that in the meantime it has suffered no defects owing to any act or omission on the part of the Customer or any third party prior to the date of its return to the Company), or refunded all or where appropriate part of the price for the relevant Goods.. The Company's liability shall be limited to such repair and replacement. No other responsibility is accepted by the Company for any other expenditure incurred by the Customer or for any consequential loss however caused.
- 7.5. Without prejudice to the foregoing limitations on claims by the Customer the Company shall in any event not be liable for damage to the Goods or any part thereof caused by fair wear and tear, abnormal conditions of storage or the Customers working conditions or the wilful damage, negligence, failure to follow the Company's instructions, misuse, alteration or repair of the Goods by the Customer without the Company's prior written approval.
- 7.6. Without prejudice to the foregoing, the Company shall not be liable to the Customer for minor non-compliances in contract order of the Goods, by reasonable colour variations between individual items in batches of the Goods.
- 7.7. Nothing in these terms shall exclude or restrict the Company's liability for death or personal injury resulting from personal

negligence or liability for fraudulent misrepresentation on the part of the Company.

- 7.8. Without prejudice to any other provisions in these terms, in any event, the total liability for any one claim, or for the total of all claims arising from any one act of default on the Company's part howsoever arising (whether arising from our negligence or otherwise), shall not exceed the purchase price of the Goods, the subject matter of any claim.
- 7.9. In respect of any defects, the Company shall not be liable:-
 - 7.9.1. Unless after discovery of the defect the Company are given a reasonable opportunity to inspect the goods before they are used, or in any way interfered with. For the avoidance of doubt, the Company acknowledges that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub clause shall not apply to any works affecting the goods, which it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.
 - 7.9.2. If the defect would have been apparent on a reasonable inspection under clause 5.4 of these terms at time of unloading, unless the Customer advises the Company by telephone immediately and written notice of any claim is given to the Company within three working days of the time of unloading.
 - 7.9.3. If the defect is discovered more than four months from the date of delivery.
 - 7.9.4. If the defect is discovered within four months from the date of delivery, and the Customer has failed to give written notice of the defect to the Company within three working days of it being discovered.
 - 7.9.5. Where the goods are not manufactured by the Company, or have been processed or milled by a third party whether or not at the Customer's request the Company's liability, in respect of any defect in workmanship or materials of the Goods, will be limited to such rights against the manufacturer or the third party as the Company may have in respect of those Goods.
- 7.10. The Customer (not being a consumer) agrees that where the goods (being electrical equipment) become a waste in accordance with directive 2002/96/EC (including any amendments and re-enactments thereof) and all applicable Member State implementing regulations and laws (together known as the "WEEE Directive"), the Customer agrees to bear the responsibility for ensuring, and financing all costs of collection, treatment, recovery and environmentally sound disposal of the goods in accordance with the WEEE Directive. In addition the Customer (not being a consumer) also agrees to bear responsibility for compliance with such requirements and financing all such costs in respect of any goods (being electrical equipment) which are being replaced by goods as a new equivalent product or as a new product fulfilling the same function. Additionally the Customer agrees to indemnify, and hold the Company harmless, and any other person who is the producer of the goods within the meaning of the WEEE Directive from all such costs referred to in this clause.
- 7.11. Copyright and all other rights (whether in relation to patents, registered designs or similar matters) in any designs, drawings, models, samples, products or Goods produced by the Company for the Customer shall at all times remain with the Company but the Customer shall have the right to the use of the Goods supplied by the Company pursuant to the terms of any contract and these conditions with the Customer but the Customer shall not copy, manufacture, reproduce, or supply any of the Goods and items similar thereto which are obtained from or made by anyone other than the Company.
- 7.12. Where the Customer supplies any drawing, samples, models, designs or similar matters or articles for use by the Company in connection with the performance by the Company of any contract, the Customer hereby warrants that the same are unencumbered property and do not infringe any patent, copyright, registered design or similar protection and that the same may be delivered to and used by the Company free from any contractual or other restrictions. In the event that the Customer shall be or alleged to be in breach of the foregoing, the Customer shall indemnify the Company against all claims, costs demands and liability including the costs of investigating and defending any claims which the



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Company shall incur as a result, directly or indirectly, of such breach.

8. TITLE AND RISK

- 8.1. Goods supplied by the Company shall be at the Customer's risk immediately on delivery to the Customer or into custody on the Customer's behalf and the Customer should therefore be insured accordingly
- 8.2. Property in goods supplied hereunder will pass to the customer when: (a) the goods the subject of this contract; and (b) all other goods the subject of any other contract between the Company and the Customer which, at the time of payment of the full price of the goods sold under this contract have been delivered to the Customer but not paid for in full, have been paid for in full
- 8.3. Until full payment as specified in sub-paragraph 8.2 above has been received by the Company, the Customer shall hold the goods in a fiduciary capacity for the Company in a manner which enables them to be identified as the goods of the Company and the Customer shall immediately return the goods to the Company should its authorised representative so request. All the normal incidents associated with a fiduciary relationship shall apply.
- 8.4. The Customer's right to possession of the goods shall cease if he does anything or fails to do anything which would entitle an administrator or administrative receiver to take possession of any assets or would entitle any person to present a petition for winding-up.
- 8.5. The Customer grants the Company an irrevocable licence to enter at any time any vehicles or premises owned or occupied by the Customer or in its possession for the purpose of repossessing and removing any such goods the property in which has remained in the Company. The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.
- 8.6. The Customer must ensure that if the goods are or become affixed to any land or building, they shall be capable of being removed without material injury to such land or building and to take all necessary steps to prevent title to the goods from passing to the landlord of such land or building. The Customer warrants to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify the Company against all loss damage or liability it may incur or sustain as a result of such affixation or removal.
- 8.7. Notwithstanding sub-paragraph 3 hereof, the Customer shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Customer shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for the company in a manner which enables proceeds to be identified as such. The Company as Principal shall remunerate the Customer as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above the sum, stipulated under the original contract of supply, which will satisfy the Principal.
- 8.8. If the goods the property of the Company are admixed with goods the property of any person other than the Customer, the product thereof shall be deemed to be owned in common with that other person.
- 8.9. The Customer is licensed by the Company to process the said goods but in so doing confirms a bailment for processing relationship with the Company. The new product or products or any chattel created shall be separately stored and marked so as to be identifiable as the property of the Company as bailor.
- 8.10. If any of the material supplied is incorporated in or used as material for other goods before payment, the property in the whole of such goods shall be and remain with the Company until such payment has been made. Any sale of such goods shall take place upon commission agency terms. The Company as Principal shall remunerate the Customer as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above the price which will satisfy the Principal.

9. NON-PAYMENT/INSOLVENCY

- 9.1. In the event of the Customer becoming insolvent, and becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 and/or fail to pay the price of any goods on the due date or fails to pay any sum due to the Company under any contract on the due date or the Customer become insolvent or if

the Customer is a limited company or partnership and there is a material change in the constitution or the Customer commits a material breach of this contract and fails to remedy that breach, all sums outstanding to the Company shall become immediately payable, and the Company shall be entitled to do any one or more of the following (without prejudice to any other right or remedy it may have)

- 9.1.1. Require payment in cleared funds in advance of further deliveries
- 9.1.2. Cancel or suspend any further deliveries to you under any Contract without liability on the Company's part

10. GENERAL

- 10.1. This contract shall be interpreted exclusively according to the law of England and be subject to the non-exclusive jurisdiction of the English Courts.
- 10.2. In the event of any stoppage, delay or interruption of work in the establishment of either the Company or the Customer on account of strikes, lockouts, trade disputes, breakdown, accident, Act of God or the Queen's enemies, or any cause whatever beyond the control of the Company or the Customer respectively, then upon notice in writing stating the cause, deliveries may be wholly or partially suspended and the duration of such suspension added to any delivery date or period herein specified. If the cause of such suspension lasts for more than three months either party shall upon written notice to the other be entitled to treat the Contract as having been in law frustrated by the date of such notice.
- 10.3. The waiver by the Company of any breach or default of these terms shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same, or any other provision.
- 10.4. If any clause or sub clause of these terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub clauses of these terms shall not be affected and they shall remain in full force and effect.
- 10.5. The Company may assign, novate or subcontract all or part of this contract and the Customer shall be deemed to consent to any novation. This contract is personal to the Customer and it may not be assigned by Customer.
- 10.6. Nothing in this contract is intended to, or will grant any right, to any third party to enforce any terms of this contract, be it expressed or implied.
- 10.7. Incorporation of your business: Until the Customer is informed in writing by the Company that the status of the account has been amended to a limited company or a fresh account opened, all orders will be debited to the current account and the Customer will remain responsible to the Company.

11. CANCELLATION

- 11.1. The Company will be entitled without prejudice to the Company's other rights, either to cancel or terminate the contract or to suspend further deliveries in any of the following events, non-compliance by the buyer with the company's terms of payment, delays in payment when credit has been granted but the value of the order exceeds total credit limit granted, cost of any storage incurred due to delayed payment, delays in payment when contract is based on Pro Forma basis
- 11.2. Cancellation of orders cannot be accepted without prior written consent from SSF Group and on condition that all costs/expenses incurred will be reimbursed by the Customer
- 11.3. Any non-standard/bespoke products that have been modified or painted to the Customer's instruction/specification will be exempt from cancellation and cannot be returned for refund or credit.
- 11.4. Cancellation of orders for standard Goods may incur a cancellation charge of 20% and the goods may be liable to a standard re-stocking charge of 20% which may be greater depending upon the Goods
12. All purchase orders are subject to a collateral warranty from all specialist sub-contractors and professionals for SSF Construction Ltd projects.

Signature.....

Name of signatory:

Position of signatory:

Date: