



Terms and Conditions FOR SUPPLY OF GOODS & SERVICES

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Customer" means any person who purchases Goods and Services from APW Services (referred to in this document as APW)
- 1.2 "Goods" means the articles specified in the Proposal;
- 1.3 "Proposal" means the statement of work, quotation or other similar document describing the Goods and Services to be provided by APW Services attached to these Terms and Conditions;
- 1.4 "Services" means the services specified in the Proposal;
- 1.5 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by APW Services.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by APW to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by APW
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which APW may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

- 3.1 The Proposal presented prior to, or attached to these Terms and Conditions shall remain valid for a period of 21 days. No contract between APW and the Customer shall come into force until the Customer has accepted the Proposal.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order in writing with APW ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for Goods and Services, whether verbal or in writing shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
- 3.4 APW reserve the right to withdraw or amend any quotation without notice before acceptance of the Proposal has been received from the Customer.
- 3.5 On acceptance of the Proposal APW will order the Goods as detailed in the Proposal. If subsequent to this order being placed the Customer cancels the Order the Customer will be liable for any costs incurred by APW in the proper performance of the Order for Goods or time to that date.
- 3.6 The person giving instructions to APW or ordering work or materials will personally be deemed to be the Customer unless it is made clear to APW who the Customer is.

4 PRICE AND PAYMENT

- 4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal. Time for payment shall be of the essence of the contract.
- 4.3 If the Customer fails to make any payment on the day of it becoming due, APW Services shall be entitled (a) to charge interest at the rate of 5.00% per month as well before as after judgement on the outstanding amounts from the due date to date of payment (b) without any liability to the Customer to cease any uncompleted work .
- 4.4 The Customer must notify APW of any variation to the Proposal and APW (if in agreement to the variation) reserves the right to adjust the price accordingly.

5 DELIVERY

- 5.1 The date of delivery specified by APW is an estimate only. Time for delivery shall not be of the essence of the contract and APW shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
- 5.2 All risk in the Goods shall pass to the Customer upon delivery.
- 5.3 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify APW within 1 day of delivery and the Customer shall be entitled to replacement Goods. After 1 day the Customer shall be deemed to have accepted the Goods and shall not after that time be entitled to reject them.
- 5.4 The Customer shall make all arrangements to take delivery of Goods whenever they are tendered for delivery.

6 TITLE

- 6.1 Title in the Goods and materials shall not pass to the Customer until APW has been paid in full in accordance with these Terms and Conditions.
- 6.2 Should payment not be made in accordance with these Terms and Conditions APW reserves the right (and shall be allowed access by the Customer) to remove any Goods or materials supplied or fitted by APW.
- 6.3 The cost of any damage caused by such removal will not be borne by APW.

7 CUSTOMER'S OBLIGATIONS

To enable APW to perform its obligations the Customer shall:

- 7.1 Co-operate with APW;
- 7.2 Make the site available to APW for the duration of the works and ensure a safe supply of necessary services and utilities
- 7.3 Provide APW with any information reasonably required
- 7.4 Obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer;
- 7.5 Comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties

8 GUARANTEES

- 8.1 Materials and Goods supplied by APW shall be of merchantable quality and fit for their normal purpose
- 8.2 APW shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 8.3 APW accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- 8.4 In addition to the Customer's statutory rights, APW guarantees all materials against faulty workmanship for the period specified in the Proposal
- 8.5 Goods supplied by APW are guaranteed for the period and on the terms as specified by the manufacturers warranty applicable to the Goods
- 8.6 All services are guaranteed by APW for the period specified in the Proposal.
- 8.7 APW will at all times have Public Liability Insurance in place.

9 LIMITATION OF LIABILITY

- 9.1 Provided that nothing in these Terms and Conditions shall exclude or limit the liability of APW for death or personal injury, APW shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
- 9.2 Except to the extent precluded by law, APW shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 9.3 APW will not be liable for the fitness for a particular purpose (other than their normal purpose) of any materials or Goods or Services unless that particular purpose has been notified to APW in writing prior to the date of this Proposal
- 9.4 Where the Customer supplies Goods or materials APW accept no responsibility for any defects or damage and offers no guarantee for these Goods or materials.
- 9.5 For the avoidance of doubt, time shall not be of the essence and APW shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

10 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.