

TERMS & CONDITIONS

1. (a) These terms & conditions shall apply in their entirety in all contracts for the supply of goods & materials by Newspace Containers Ltd ("The Company").
 - (b) No waiver or variation of any part of these Terms & Conditions is valid save it is in writing & signed by a Director of the Company.
 - (c) In the event of a conflict between these Terms & Conditions & any terms & conditions put forward by the customer, these Terms & Conditions shall prevail. The Customer may give written notice within three days of receipt of this document that they refuse to be bound by these Terms & Conditions, at which point the Company may rescind the contract.
 - (d) The Contract, including these Terms & Conditions, shall be governed by and construed in accordance with English Law.
2. (a) The Company shall only supply goods & materials in accordance with the specification and drawings referred to in its quotations or order acknowledgements and shall not be bound by any other specifications and drawings provided by the Customer.
 - (b) The Company is not bound to accept alterations or additions proposed by the Customer after acceptance of the order by the Company. Any such variation that is agreed shall be evidenced in writing and signed by the Company and may be subject to additional charge.
 - (c) Goods are not tested or sold as fit for any particular purpose, any term, warranty or condition – express, implied or statutory to the contrary – is excluded, in no circumstances whatsoever shall the Company's liability (in contract, tort or otherwise) to the Customer arising under, out of, or in connection with this contract or the goods supplied hereunder, exceed the invoice price of the goods concerned.
 - (d) The Customer does not rely on the Company's skill or judgement with regard to the Customer use or deployment of the goods or materials supplied.
 - (e) All terms, express or implied, relating to the quality of the goods are warranties only – the breach of which gives no right to reject the goods or materials or terminate the contract in any circumstances whatsoever.
3. (a) Prices advised by the Company are subject to change without prior notice in respect of any increase in cost of materials, labour, or service, or any fluctuation in exchange rates, but will be held firm for orders received before expiry of any relevant written quotation.
 - (b) Unless otherwise stated, prices do not include any Value Added Tax which may be chargeable.
 - (c) Initial payment for new customers on Pro Forma only or agreed deposit paid prior to despatch, unless otherwise agreed by Company Director. Terms are strictly net monthly account unless otherwise confirmed in writing.
 - (d) All prices quoted are valid for 90 days.
4. The Company shall not be liable for any delay or for any consequence of any delay in the production or delivery of any goods or material if such delay shall be due to fire, strike lockout dispute with workmen, flood, accident, delay in transport, shortage of fuel, default or any sub-contract inability to obtain material, embargo, act or demand of requirement of any government or government department or local authority or as a consequence of war or of hostilities (whether war be declared or not) or to any other cause beyond reasonable control of the Company. If any such delay occurs then the period for the Company performing its obligations shall be extended by such period (not limited to the length of the delay) as the Company may reasonably require to complete the performance of its obligations
5. The title to goods & materials supplied by the Company shall remain vested in the Company until the full purchase price thereof shall have been paid to the Company and shall not therefore pass on delivery unless the full purchase price has been paid for on or before delivery.
6. All invoices for any goods or materials supplied by the Company shall be paid in full by the Customer within the time agreed and interest shall be chargeable at the rate of 20% per annum on all monies invoiced but outstanding after this agreed period on each relevant invoice and such interest shall be a contract debt recoverable in law.
7. The Company shall not under any circumstances whatsoever be liable for any loss (which expression in this clause includes injury, damage or delay) or for any consequences of any such loss arising out of any cause whatsoever beyond the Company's reasonable control or any malfunctioning or defect in or failure of any of the equipment or loss of the use of any item of equipment. In the absence of negligence in manufacture, installation or commissioning of the equipment by the Company, the Company will not under any circumstances whatsoever be liable for any consequential loss or damage however caused.
8. Second-hand goods are offered strictly subject to availability; any intending purchaser must satisfy themselves by inspection or otherwise as to the correctness of any oral or written description given to any second-hand units. Unless confirmed in writing, no warranty is given or implied.
9. The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation (other than by the Company) or possession of any goods or materials supplied by the Company and from negligence or default or misuse by or on the part of the Customer or any person or persons other than the Company. This indemnity shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding the passing of title to goods or materials supplied by the Company.
10. Notice of any claim arising out, or in connection with the supply of any goods or materials must be given to the Company within two working days from the date when the goods or materials were collected or delivered and confirmed in writing within four working days. Failing this, all claims shall be under no liability whatsoever if the packaging (where applicable) is not produced with the goods for inspection by the Company, nor where the Customer has not kept the goods separate and identifiable for that inspection.
- 11(a) Not with standing that the property in goods shall not pass to the Customer save as provided above, the goods shall be at the risk of the Customer from the time of invoice, collection by or delivery to him of the goods, whichever is the sooner.
 - (b) Delivery shall be by a suitable safe access and it shall be at the absolute discretion of the driver delivering the goods to decide whether the access route is safe and suitable. The company shall not be liable for any failure to deliver where the said access is not available.
 - (c) Foundation requirements are the responsibility of the Customer.

Qualifications & Exclusions.

Unless stated otherwise in our quotation please be aware of the following:-

1) Delivery etc.

- 1.1 A copy of our standard format Method Statement & Risk Assessment, if requested at order placement, can be provided. Should any alternative format be required, this will result in extra costs. This must be confirmed prior to placement of order.
- 1.2 For delivery & crange (if applicable and if included in our quotation), a hard access road & standing area will be required, capable of taking the appropriate loading & dimensions, clear of any overhead obstruction & wires.
- 1.3 Should ground conditions deteriorate, or alter after any site survey, any additional costs incurred will be chargeable.
- 1.4 Should the crane or lorry loader be unable to operate due to high winds, or other elements beyond our control, all costs in rescheduling will be chargeable. Cranes are only supplied under CPA terms & conditions.
- 1.5 Any time spent on site induction courses not specified at quotation stage, will result in extra costs for standing time, including vehicles or machinery standing idle.
- 1.6 Abnormal loads: Any restriction(s) or escort requirement(s) imposed by police forces will incur additional costs.
- 1.7 We must be notified at quotation stage, if we are supplying carnage and any airfield or heliport is within 3.75miles (6km) of the proposed lift.
- 1.8 Unless detailed on the specific quotation, it is assumed that there is suitable access to the site, without weight restriction, for an articulated lorry loader and trailer up to 18m in length. It is also assumed that there are no special access, off-loading or installation requirements in relation to the delivery.

2) Warranty, Risk, Specification etc.

- 2.1 Once placed on the ground (or double stacked) all risk & insurance responsibilities rest with the client.
- 2.2 Any warranty or quotation applies to mainland Britain only. For each product sold, Newspace offers to the original owner ("BUYER") a limited warranty against failure to conform to the product specifications, or any defects in material and workmanship for a period of twelve (12) months, active from the date the product is dispatched from the Newspace factory.
- 2.3 All products are supplied only under our "Terms & Conditions of Sale," unless expressly confirmed in writing by a Director of the company.
- 2.4 Specification: Any quotation will be based on the information provided at the time. Any subsequent change, increase or alteration may result in extra costs.
- 2.5 "Speedfit" type plastic water pipe is installed as standard.
- 2.6 Electrical fittings, including all types of electric heaters, fitted within a Newspace portable unit, are covered with a 12 month parts only warranty. The labour cost of replacement to be carried out at the Buyers own cost. We can offer no warranty greater than that provided by our suppliers.
- 2.8 All warranty claims will be subject to a standard "Question & Answer" procedure between the caller and a sales executive from Newspace. This process is undertaken to try and determine the exact problem and to eliminate the chance of the call out becoming chargeable to the client. If, on arrival on site, the issue is covered by warranty, no costs will be incurred by the client. However, should the Engineer arrive on site to find that the problem is due to user error, misuse or oversight, then the call out will most definitely be chargeable. It is imperative, therefore to try and determine the actual problem, prior to the dispatch of an Engineer.

3) Exclusions.

- 3.1 Access steps, ramps, skirts, lifts, foundations. Foundation drawings can be supplied on request.
- 3.2 Provision of and connection to, mains services.
- 3.3 Local Authority and Fire Officers requirements and fees. This includes planning permission, building regulation approval, SBEM calculations, alarms, emergency lighting & signage, etc.
- 3.4 Out of hours/weekend working.
- 3.5 Repair to access roads, manholes, kerbs, hard standing or grassed areas.
- 3.6 Temporary fencing around the delivery site. Removal of obstructions, fences etc. to enable access.
- 3.7 Rectification of minor leaks in the plumbing installation caused by delivery & siting.
- 3.8 Edge protection whilst working on roofs.
- 3.9 Any additional documentation required other than that mentioned in 1.1 above.

4) Installation on site.

- 4.1 Unless expressly mentioned in the quotation, the price will exclude the cost of transport, access equipment (other than basic ladders), crane, banksman, associated equipment and any other necessary specialist items. All of which are to be provided by the client, as required. The price is based on assumed standard installation conditions and working methods and may require revision on the basis of the actual site conditions and requirements; all of which should be confirmed to us prior to order placement. This will avoid the possibility of subsequent installation delays, cancellation or additional charges.
- 4.2 Newspace will not be held responsible for any costs caused by delays on site due to the site not being fully prepared ready to accept the installation or placement of units. Any additional costs due to standing time for transport or contractors on site will be chargeable.

4.3 Unless otherwise carried out by Newspace, its representatives or agents, prior to order placement, site surveys would be recommended, in order to eliminate any on site issues prior to delivery and installation. Please note there may be a charge for carrying out a site survey. It is the client's responsibility to ensure that a site survey has taken place prior to the delivery & installation date, particularly if Newspace have been asked to supply a delivery and installation quotation.

5) **Collection of Products from Newspace.**

5.1 It is the responsibility of the external contractor/driver to know exactly what is to be collected from the Newspace factory and for whom. This will include the name of the company they are collecting on behalf of, the delivery address, the size and type of unit(s) to be collected and unit numbers, if applicable. A collection note will be issued, which clearly states what will be loaded, which the driver then signs to state they are fully aware of what is to be collected. If the driver has any concerns regarding the collection, then this should be raised at this point. Newspace will not be liable for any costs where the wrong size/type of unit has been collected.

5.2 Newspace load strictly on a "first come, first served basis." As we are unable to predict demand, we cannot entertain any costs for waiting time.

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