



CIS Ltd
2 Oxford Building
Colmworth
Bedfordshire
MK44 2JZ
01480 225 850

TERMS AND CONDITIONS

1. GENERAL

- a) The following conditions issued by Carillon Industrial Services (The Company) apply to any contract of which these conditions form part to the exclusion of any conditions of order or purchase of the customer or any other standards, specifications, conditions or particulars of or adopted by the customer, unless expressly accepted in writing by the company as part of the contract.
- b) Orders for "Specials" (i.e. non-catalogued items), must be covered by an official order. The company reserves the right to supply in satisfaction of the order a deviation from the quantity ordered of plus or minus 10% or one piece, whichever is greater.
- c) Where goods are to be supplied by the company from stock, such supply is subject to availability of stocks at the date of delivery.
- d) These conditions apply to services provided by the company in the same way as they apply to goods supplied by the company.

2. QUOTATIONS AND TENDERS

All orders placed in response to the company's quotation will be binding. Tenders submitted by the company shall remain open for acceptance for a period of six weeks from the date of tender, unless in the tender some other period is specified or accepted and unless the tender is withdrawn by the company. Orders placed against specific quotations/tenders must clearly indicate the reference of the quotation.

3. CANCELLATION: RETURN OF GOODS

- a) An order may not be cancelled or suspended without prior written consent of the company on terms to be mutually agreed. The company will only agree to the cancellation of orders for specials on payment of a charge to be determined by the company as equal to the cost of the work already carried out.
- b) Only standard catalogued tools of our suppliers design and specifications in first class re-saleable condition may be accepted for credit or exchange, and then only if prior written agreement has been obtained from the company. Specials will only be credited at the scrap metal value to be determined by the company in its sole discretion. Carriage of returned goods shall be arranged and paid for by the customer. Handling, reworking and repacking will be charged to the customer and may be deducted from the credit, which will normally be based on the price originally paid by the customer less the handling charge.



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4. DELIVERY AND COMPLETION DATES

- a) Delivery periods, dispatch dates or dates for carrying out services are given in good faith but the dates specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance. The company will not be liable in any circumstances for the delay or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to an Act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the company's premises or elsewhere) hostilities, breakdowns, shortage of labour, materials, power or other supplies, late delivery or performance or non-delivery or non-performance by suppliers or sub-contractors, governmental order or intervention (whether or not having the force of the law) or any other cause whatsoever beyond the company's control or of an unexpected or exceptional nature.
- b) No delay shall entitle the customer to reject any delivery or any further instalment or part of the order or any other order from the customer or to repudiate the contract of the order.
- c) The company will not be held responsible for duplication of consignments if official orders following up verbal or telephoned instructions are not clearly marked "Confirmation".

5. TITLE TO GOODS

- a) Notwithstanding that risk in the goods shall pass to the customer in accordance with clause 6, title to the goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with the company until payment has been received by the company:
- i. For those goods:
 - ii. For any other goods supplied by the company
 - iii. Of any other monies due from the customer to the company on any account.
- b) Until title to the goods passes to the customer as above the customer shall:
- i. Keep the goods separately and readily identifiable as the property of the company;
 - ii. Not attach the goods to real property without the company's consent.
- c) Any resale by the customer in which property has not passed to the customer shall (as between the company and the customer only) be made by the customer as agent for the company.
- d) The goods shall be deemed sold or used in the order delivered to the customer.
- e) At any time before title to the goods passes to the customer (whether or not any payment to the company is then overdue or the customer is otherwise in breach of any obligations to the company), the company may (without prejudice to any other of its rights):
- i. Retake possession of all or any part of the goods and enter any premises for that purpose (or authorise others to do so) which the customer hereby authorises:
 - ii. Require delivery up to it of all or any part of the goods.



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- f) The company may at any time appropriate sums received from the customer as it thinks fit notwithstanding any purported appropriation by the customer.
- g) Each clause and sub-clause of this clause is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever enforceable according to its terms, the others shall remain in full force of effect.

6. DELIVERY

Unless the contract otherwise stipulates, the risk in the goods passes to the customer on delivery to the address specified by the customer.

7. PRICES

- a) Where the goods are sold by reference to our suppliers published price list the price payable for the goods shall be ruling price as published in the price list current at the date of dispatch of the goods from the company works.
- b) In other cases the prices stated in the contract is based on the cost to the company of raw materials, fuel and power, transport and labour, and all other costs at the date of acceptance of the order or quotation (whichever is earlier). If at the date of dispatch of the goods from the company's works or if it at the date of carrying out the work, in either case there has been an increase in all or any such costs the price payable for the goods or services may at the request of the company be increased accordingly.
- c) Where the price for the goods or services is varied in accordance with this condition the price as varied shall be binding on both parties shall not give either party any option of cancellation.
- d) There shall be added to the price for the goods or services any value added tax and any other tax or duty services (whether initially charged on or payable by the company or the customer).
- e) The price for the goods includes delivery to the customer's works in the case of orders from the outside the United Kingdom the price includes delivery F.O.B UK port.
- f) Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and unless otherwise stated the price may be subject to revision up or down if any different rate of exchange is ruling at the date of the invoice.

8. PACKAGING AND CARRIAGE

- a) Goods are normally supplied in multiples of our Suppliers standard packed quantities (normally tens, fives, single tools or sets) and adjustments to customer orders may be made to avoid split quantities. Goods are dispatched carriage-free by transport of the company's choice to the customer's addresses in the United Kingdom unless otherwise advised by the company. Where a request is made for special dispatch arrangements an additional charge determined by the company will be payable by the customer.
- b) Packing materials are not returnable for credit and the customer will dispose of all such materials in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.



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9. TERMS OF PAYMENT

Subject to credit being approved accounts are due for payment not later than 30 days after the end of the month of dispatch otherwise payment must be received by the company before delivery. All payments shall be made without deduction or set-offs. When deliveries are spread over a period each consignment will be invoiced as dispatched and each month's invoices will be treated as a separate account and be payable accordingly. Where contract work is to be performed over a period in excess of one month the value of work carried out shall be as ascertained by the company at the end of the month and (unless the contract otherwise expressly provides) a sum equal to such value (or any percentage thereof specified in the contract) shall be invoiced and such invoice shall be paid in accordance with the foregoing provisions of this clause. Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the contract shall entitle the company to suspend further deliveries and work both the same order and on any other order from the customer without prejudice to any other right the company may have. The company also reserves the right where genuine doubts arise as to the customer's financial position or in the case of failure to pay for any goods or services or any delivery or instalment as aforesaid, to suspend delivery or performance of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

10. SPECIFICATION

- a) Goods are described and illustrated as accurately as possible in the company's literature and are manufactured at least to the level of internationally accepted standards. Insignificant variations of goods from their stated dimensions or descriptions will not constitute a breach of contract.
- b) The company reserves the right to make changes and improvements to its products at any time and supplies will be made in accordance with such changes notwithstanding the specifications shown in the catalogues or other literature.

11. INDEMNITY

- a) The customer shall indemnify the company against any claim or liability in respect of any infringement of a third party's patent, copyright, registered design or other intellectual property rights resulting from compliance with the customer's instructions express or implied.
- b) The customer shall also upon demand indemnify the company against all losses, damages, injury, costs and expenses of whatever nature suffered by the company to the extent that the same are wholly or partly caused by or to:
 - i. Designs, drawings or specifications given or specified by the customer in respect of goods produced by the company for the customer, or
 - ii. Defective materials or products supplied by the customer to the company and incorporated by the company in goods produced by the company for the customer; or
 - iii. The improper incorporation, assembly, use, processing, storage or handling of goods by the customer.

12. WARRANTY

- a) The company warrants in relation to goods of our suppliers manufacture that it will (at the company's choice) either repair or replace, or refund the full purchase price of any goods



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which are accepted by the company as being defective or not in accordance with the contract or any express description or representation given or made by or on behalf of the company in respect of the goods within a period 12 months from dispatch of such goods from the company's works ("The Warranty Period") save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the customer's only remedy will be against that third party, in respect of services. If the company accepts within the warranty period that it has failed to execute the services in accordance with the express terms of the contract or repay the customer the charge for such of the services as have not been so performed (provided such charge shall have been paid to the company by the customer).

b) The company warrants in relation to goods not of the company's manufacture (including but not limited to parts and components supplied by others for goods manufactured by the company) that it will so far as it able to do so, give the customer the benefit of any express guarantee or warranty by the manufacturer or supplier of such goods and of any other rights which the company has against the manufacturer or supplier.

c) The customer's remedies in respect of any claim under the foregoing express warranty or against any manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by the law or any other claim in respect of the goods or services or any workmanship in relation thereto (whether or not involving negligence on part of the company) shall in relation to goods of the company's manufacture be limited to repair, replacement or refund of the purchase price as aforesaid and in relation to goods not of the company's manufacture shall be limited to the enforcement for the above mentioned liabilities of the manufacturer or supplier and any condition or warranty by law shall cease to apply after the expiry of the warranty period.

d) The company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or any other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. Where the goods (or services) are sold under a consumer sale (as defined in the "Sale of Goods Act 1979") the statutory rights of the consumer are not affected by these terms and conditions.

e) A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part thereof shall not entitle the customer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.

13. DELAYED ACCEPTANCE

If for any reason the customer is unable to accept delivery of the goods when the goods are due and ready for delivery the company may arrange storage of the goods at the customer's risk and the customer shall be liable to the company for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the company may have in respect of the customer's failure to take delivery of the goods or pay for them in accordance with the contract.

14. ACCEPTANCE

Without prejudice to clause 12 of these terms and conditions, the customer shall have a



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period of 14 days following delivery in which to examine the goods after which the customer shall be deemed to have accepted the goods and the customer agrees that such period is reasonable. The customer's rights in respect of acceptance and/or rejection of goods shall be construed in all respects in accordance with this clause and any other rights of the customer in respect of acceptance and/or rejection whether statutory or otherwise are hereby excluded.

15. TERMINATION

If the customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the customer or if circumstances shall arise which entitle the Court to make a winding up order or if the customer takes or suffers any similar action on consequence of debt or if the financial responsibility of the customer shall, in the option of the company become impaired or if the customer shall commit any breach of any part of the contract the company may without prejudice to its rights and remedies hereunder stop all goods in transit and suspend further deliveries and by notice in writing to the customer may forthwith determine the contract.

16. NON-STANDARD ORDERS

Where the customer orders goods or materials of a type, size or quality not normally produced by the company or services not normally performed by the company, the company will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order the company reserves the right to cancel the contract or the uncompleted balance thereof, in which event the customer will only be liable to pay for the part thereof actually delivered or performed.

17. SUB-CONTRACTING

The company shall be entitled to sub-contract any work relating to the contract without obtaining the consent of, or giving notice to the customer.

18. ASSIGNMENT

None of the rights or obligations of the customer under the contract may be assigned or transferred in whole or in part without the prior written consent of the company.

19. HEALTH AND SAFETY AT WORK ETC

The customer agrees to pay due regard to any information supplied by the company and relating to their use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe, and without risk to health at all times when they are being set, used, cleared or maintained by any person at work, and the customer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risk to health at all times as mentioned above.



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20. APPLICABLE LAW

The contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall in all respects be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.