

REHEAT INTERNATIONAL LIMITED – TERMS & CONDITIONS OF SALE (Edition 10/09)

These Conditions have been drawn in the light of the Unfair Contract Terms Act 1977 and are considered to be fair and reasonable and prices are based on agreements made subject to them. If you consider these Conditions to be unreasonable you should inform us in writing before any agreement is made. Otherwise with the placing of your order you will be deemed to have accepted that these Conditions are fair and reasonable and that any agreement for the delivery of goods or services to you has been made upon and subject to them.

Unless otherwise specifically agreed in writing no cancellation, alteration, qualification or variation of these Conditions shall be valid and no conditions of purchase supplied by you (whether contained in your order or otherwise howsoever) will have any effect. Where there is conflict between these Conditions and an alternative written agreement signed by a director of the Company the alternative agreement shall take precedence but where the alternative agreement shall be silent on any issue these Conditions shall apply on that issue.

1. DEFINITIONS

- 1.1 "Agreement" means any agreement for the supply of Services to a Buyer incorporating these Conditions.
- 1.2 "Buyer" or "you" means a person or organisation who agrees to buy Services from the Company.
- 1.3 "Company" or "us" means Reheat International Limited of Riverside, Omega Park, Alton, Hampshire GU34 2UF.
- 1.4 "Services" means services and/or goods supplied by the Company to a Buyer.
- 1.5 "Standard Rate" means an hourly rate of charging for the Company's time spent in providing services or a price for the supply of goods or equipment as agreed between the Company and the Buyer or in default of agreement the Company's then current rates and/or price lists.

2. PRICE

- 2.1 The price shall be as quoted by the Company (exclusive of VAT) for the Services or in the absence of a quote as calculated in accordance with the Standard Rate.
- 2.3 If the Company has to undertake additional work not anticipated when a quote was given either as a result of a change in the (or inaccurately provided) requirements of the Buyer then the Company shall be entitled to make a further charge calculated at the Hourly Rate.

3. PAYMENT

- 3.1 Payment shall be due within 30 days of the issue of an invoice by the Company.
- 3.2 If payment is late interest will be charged at the rate of 2% per month above the base lending rate of Barclays Bank PLC.
- 3.3 If payment is not received within the specified time period the Company may terminate any Agreement that remains to be performed and undertake no further work for the Buyer.
- 3.4 If invoices or quotations are issued in error or containing omissions the Company may amend the invoice or quotation and shall not be bound in law to honour it.
- 3.5 The Company shall be entitled to receive commission from a third party without declaring or accounting to the Buyer.

4. ACTIVITIES

The Company gives no guarantee or warranty as to the quality and appropriateness of any of the activities the Buyer undertakes following provision of the Services and cannot guarantee the success of the Buyer's business or any particular commercial project.

5. LIMITATIONS OF LIABILITY

- 5.1 The Company shall not be liable for any consequential or indirect loss or loss of profit suffered by the Buyer in relation to the Services.
- 5.2 The Company's total liability to the Buyer for any default act or omission in connection with any Agreement and the provision of Services shall be limited to the price paid pursuant to that Agreement.
- 5.3 Under no circumstances shall the Company be liable for any recommendations or report provided if the Buyer instructs a third party to carry out those recommendations or act upon the report.
- 5.4 No warranties, representation, guarantees and proposals, or other term or condition of whatever nature not established and recorded in writing by the Company shall be of any force or effect or binding on the Company. A copy of the Company's *warranty policy* is available on request.
- 5.5 No failure by the Company to enforce any provision of an Agreement will constitute a waiver of such provision or affect in any way the Company's rights to require performance of such provision at any time in the future.
- 5.6 If the Company is unable to provide the Services for whatever reason then the Company may terminate any or all outstanding Agreements. The Company cannot be held liable for any of the Buyer's losses or costs of whatever nature that result from such termination and shall be paid the price for work already undertaken.
- 5.7 Nothing in this clause shall exclude the Company's liability for death or personal injury.

6. JURISDICTION AND ENTIRE AGREEMENT

- 6.1 Agreements shall be subject to the laws of England and the jurisdiction of its courts.
- 6.2 Each Agreement constitutes the whole agreement as between the Company and the Buyer. No alterations, variations or cancellation of any of these Conditions, including this Condition, shall be of any force or effect unless in writing and signed by both parties.
- 6.3 Save in respect of statements made fraudulently no party shall have any remedy in respect of any untrue statement upon which it relied in entering an Agreement and its only remedies shall be for breach of contract.

7. TITLE

- 7.1 The ownership of any goods or equipment supplied by the Company when performing the Services shall not pass to the Buyer until the Company has received in cleared funds payment in full of the price payable

- for the Services and all other sums then payable by the Buyer to the Company.
- 7.2 Until such time as ownership of goods or equipment passes to the Buyer, the Buyer shall hold the same as the Company's fiduciary agent and bailee and shall keep such goods and equipment separate from those of the Buyer and third parties, properly stored and protected and insured and identified as the Company's property.
- 7.3 Until such time as ownership of goods or equipment passes to the Buyer, the Buyer shall deliver the same to the Company on demand and if the Buyer fails to do so the Company may enter any premises of the Buyer, or of any third parties where such goods or equipment are stored, and repossess the same.
- 7.4 Where goods or equipment are consigned by the Buyer to the Company, whether for repair or any other reason, the Company has a general and particular lien over such goods and equipment for all claims and money owing by the Buyer to the Company in any way whatsoever until all such sums have been paid.
- 7.5 In the event that any lien is not satisfied within a reasonable time from the date upon which the Company first gives notice of the exercise of the lien to the Buyer, the goods or equipment may be sold and the proceeds of sale applied in or towards the satisfaction of all sums secured by such lien and all proper charges and expenses in relation thereto, and the Company must account to the Buyer for any surplus.
- 8. INSTRUCTION**
- The Buyer must instruct the Company to provide the Services in writing and such instruction must be contained in the Company's own detailed repair and/or purchase order.
- 9. QUALITY**
- The Company operates a fair, confidential and effective complaints handling procedure, which it will use to try to resolve disputes when they first arise. The Company will acknowledge any complaint within 5 working days and proactively work towards finding a solution to any problem. The Company regularly reviews its complaints procedure and prides itself on a high level of customer support and satisfaction.
- 10. THIRD PARTY RIGHTS**
- Unless specifically provided for in these Conditions, no third party shall have any rights under or in connection with these Conditions.
- 11. DATA PROTECTION ACT**
- 11.1 The Buyer consents to the Company processing data provided by the Buyer and relating to the Buyer and its employees in accordance with the Data Protection Act 1998 and for this data to be held on computer files and used for the purposes of administration, accounting and marketing.

- 11.2 If the Buyer is uncertain of its responsibilities under the Data Protection Act 1998 it should take legal advice. The Company does not accept any liability for any breaches of data protection legislation that arise as a result of this Agreement and the Buyer hereby indemnifies the Company from any losses that might arise out of such breaches.

12. FORCE MAJEURE

- 12.1 The Company reserves the right to defer the date of delivery or to cancel any Agreement or reduce the volume of goods or extent of services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 14 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the relevant Agreement.

13. CONFIDENTIALITY

- 13.1 The Company and its personnel and the Buyer shall not either during the term of this Agreement or any time thereafter make any use of or disclose to any third party confidential information obtained during the supply of Services regardless of how the information is obtained.
- 13.2 Confidential information includes such things as any trade or business secrets (including but not limited to details of actual or potential customers, consultants, suppliers, designers, terms of business, marketing strategies, pricing and fee arrangements and research and development activities), and all information reasonably identified by the disclosing party as confidential. Such information shall be the sole property of the disclosing party.

14. ASSIGNMENT

The Company may assign an Agreement or any part of it to any person, firm or company. The Buyer shall not be entitled to assign an Agreement or any part of it without the prior written consent of the Company.

15. ORDER CANCELLATION

In case of the Buyer cancelling all or part of a received Purchase Order without written consent of The Company, The Company reserves the right to charge a 15% restocking fee.