

## Aspro Maintenance Ltd. Terms & Conditions

1. Prices quoted in any quotation or estimate submitted will be held for 30 days or for the period stated on the quotation or estimate and thereafter will be subject to any increase in the cost of labour or materials.
2. Prices quoted are to carry out the works / supply goods detailed in the drawings and / or specification supplied by Aspro Maintenance Ltd. Any variations to these details will be costed separately and will be charged for on a time and material basis.
3. Instructions to vary the original works / order should be given in writing prior to any additional work being commenced however verbal instruction will be accepted from a person of authority and must be agreed with Aspro Maintenance Ltd. management, save when the company is a direct party to a contract issued by the Joint Contracts Tribunal, when the relevant clauses shall apply.
4. The Company shall not be liable for late delivery, non-delivery or damage to goods, or late completion of works, arising from circumstances beyond its control.
5. The Company's liability to the client (in contract, tort or otherwise) arising out of, under or in connection with any contract, or for goods supplied shall be limited to the invoice price of the particular item in regard to which the claim is made. Goods held in store after the agreed delivery date shall be at the risk of the client in respect of fire, theft or damage howsoever caused, except when the Company has received express instructions to obtain insurance cover on behalf of the client.
6. The Company reserves the right to dispose of any goods still held in store after a period of one month following the agreed delivery date, unless agreement has been made in writing to continue the period of storage. Payment for the goods remains due by the agreed date, and any sums which may be charged for storage facilities will be payable weekly.
7. No claim in respect of incorrect manufacture of goods or unacceptable workmanship will be considered unless received in writing within seven days of delivery or work being carried out.
8. Cancellation:
  - 8.1 Will be accepted in certain circumstances, in writing, but any goods already manufactured, in part or complete, materials specifically ordered for that contract or labour assigned, must be paid for.
  - 8.2 Full access to the site must be provided by the client, any resultant delays will be charged.
9. Payment Terms: Credit facilities may be granted at the discretion of the Company. All accounts are due for payment within the time limit specified on the quotation and / or invoice. Interest at 8% above base rate will be charged on a daily basis on all overdue accounts.
10. Unless credit facilities have been established and depending on value of works all orders will be accepted on a 50% deposit or pro-forma basis. This will be at the discretion of the Company
  - 10.1. All goods supplied by the Company shall be at the buyer's risk as from delivery.
  - 10.2. In spite of delivery having been made, property in the goods shall not pass from the Company until:
    - 10.2.1. the buyer shall have paid for them plus VAT in full, and
    - 10.2.2. no other sums whatever shall be due from the buyer to the Company
  - 10.3. Until property in the goods passes to the buyer in accordance with clause 10.2 the buyer shall hold the goods and each of them on a fiduciary basis as bailee for the Company. The buyer shall store the goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.
  - 10.4. Notwithstanding that the goods (or any of them) remain the property of the Company the buyer may sell or use the goods in the ordinary course of the buyer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the buyer on the buyer's own behalf and the buyer shall deal as

- principal when making such sales or dealings. Until property in the goods passes from the Company the entire proceeds of sale or otherwise of the goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- 10.5. The Company shall be entitled to recover the purchase money (plus VAT) notwithstanding that property in any of the goods has not passed from the Company.
- 10.6. Until such time as property in the goods passes from the Company the buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the Company. If the buyer fails to do so the Company may enter upon any premises owned occupied or controlled by the buyer where the goods are situated and repossess the goods. On the making of such request the rights of the buyer under Clause 10.4 shall cease.
- 10.7. The buyer shall not pledge or in any way charge by way of security for an indebtedness any of the goods which are the property of the Company.  
Without prejudice to the other rights of the Company, if the buyer does so all the sums whatever owing by the buyer to the Company shall forthwith become due and payable.
- 10.8. The buyer shall insure and keep insured the goods to their full value against 'all risks' to the reasonable satisfaction of the Company until the date that property in the goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance.  
Without prejudice to the other rights of the Company if the buyer fails to do so all sums whatever owing by the buyer of the Company shall forthwith become due and payable.
- 10.9. The buyers shall where applicable promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XI I amended.
- 10.10. Without prejudice of the other rights of the Company if the buyer fails to do so all sums whatever owing by the buyer to the Company shall forthwith become due and payable.
- 10.11. For the purpose of this clause the word 'goods' shall be defined as including goods incorporated into other goods or fixed to goods or property not owned by the Company.
- 10.12. Liability for payment of invoice remains with the buyer who made the original instructions and cannot be reassigned or transferred.
11. Any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to any matter arising out of or in connection with this agreement shall be referred to the arbitration of a single arbitrator to be appointed on application by either party by the Chartered Institute of Arbitrators. The award of such arbitrator shall be binding on the parties.
12. Unless otherwise agreed in writing these Terms and Conditions shall apply to all orders placed. Any stipulations or conditions contained in an order from the buyer which would contradict with, qualify or negate any of the Terms and Conditions shall be inapplicable unless expressly agreed otherwise in writing by this Company.
13. All works of a design nature produced by Aspro Maintenance Ltd. shall remain the copyright of said company. No unauthorised usage or duplication is permitted by prior agreement. This relates to all presented conceptual ideas, working drawings and plans.
14. All works completed in relation to a Fire Risk Assessment is not completed under any professional qualification and certificates cannot be issued.
15. The client shall be responsible for liaising with their local council regarding building regulations.