



CTL SERVICES LTD: TERMS AND CONDITIONS OF TRADE

General

- a) These terms and conditions should be read in conjunction with any special conditions included in CTL's quotations.
- b) CTL reserves the right to accept or refuse any order given on the basis of its quotations and in the event of the refusal of any order no damages or expenses of any kind shall be payable by CTL.
- c) Quotations and offers are given and contracts of sale are only accepted subject to these conditions. Any variation thereof by the Purchaser will be treated as inapplicable and of no effect, unless specifically agreed in writing by CTL.
- d) Any complaint about the goods supplied, damage in transit or short delivery shall only be entertained by CTL if made within three days of the date of delivery to the purchaser.

Prices

- a) Printed price lists are subject to alteration without notice by CTL.
- b) Orders are accepted at net selling prices ruling on the date of delivery by CTL.
- c) Prices are quoted in pounds sterling and do not include VAT or other taxes.

Payment

- a) Payment for all goods or services shall be 'pre-paid' until account facilities have been granted by CTL to the Purchaser. Thus all monies owing in the current month by the Purchaser to CTL must be received by the 20th of the following month unless other terms have been agreed in writing.
- b) Payment of invoices can be made by BACS or by cheque to the office address. Cheques should be made payable to CTL Services Ltd.
- c) If payment is delayed beyond the agreed terms CTL reserves the right to charge a surcharge of 2% over the base rate of Barclays Bank PLC on the outstanding balance. Cheques referred to drawer ('bounced') will incur a recharge of associated bank charges.
- d) Payment shall become due immediately upon the commencement of any act or proceeding in which the Purchaser's solvency is involved.

Property

- a) CTL and the Purchaser expressly agree that until CTL has been paid in full for all goods, such goods shall remain the property of CTL but at the risk of the Purchaser as from the date of delivery and the Purchaser shall hold them as bailee.
- b) If any of the material is incorporated in or used as material for other goods before such payment, the property in the whole of such goods shall be and remain with CTL until such payment has been made.
- c) If payment is overdue in whole or in part, CTL may (without prejudice to any of its other rights) recover or re-sell the material or any part of it and the CTL's servants or agents may enter upon the Purchaser's premises for that purpose.
- d) CTL may maintain an action for the price of the goods notwithstanding that property in the goods may not have passed to the Purchaser.
- e) Goods paid for but not collected will become the property of CTL after three months and CTL may dispose of goods as seen fit.

Cancellation

- a) There can be no cancellation or return of goods without CTL's express consent.
- b) Non-stock items or goods ordered by the Purchaser which involve CTL in ordering in items or goods specially or manufacturing items especially for the Purchaser cannot be cancelled by the Purchaser once the work is in progress or goods bought in by CTL.
- c) If the item or order to be cancelled has been completed or partially completed, all associated costs will still be chargeable. This will include carriage if the order has already been despatched and any applicable restocking charge for unused materials.
- d) If own materials have been supplied, the Customer should arrange for the remaining materials to be collected from CTL, at their own cost.

Returns

- a) Purchasers wishing to return goods for whatever reason must first obtain a Goods Return Authorisation reference from CTL, as goods will not be accepted for return without this reference. Goods returned with a debit note will not be accepted by CTL.
- b) CTL will not replace goods claimed to be defective until it is confirmed the fault is not the result of improper use or installation and in any event the decision of CTL about any alleged defect shall be final and conclusive.

Delivery

Any times quoted by CTL for despatch or delivery are estimates only. They apply from time order accepted, depend on the size of the order and only apply to properly completed orders. CTL shall not be held liable for any loss, consequential loss or chargeable waiting time of any description by any delay in delivery howsoever caused whether directly or indirectly.

Indemnity

- a) CTL shall not be responsible for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the Goods or for any damage or personal injuries or other losses, howsoever caused directly or indirectly by the Goods.
- b) CTL shall pass onto the Purchaser the benefit of any Guarantees or Warranties provided by the manufacturers of the Goods and any rights vested in CTL under such Guarantees or Warranties are hereby assigned to the Purchaser but without prejudice to the previous sub-clause.