

NOTICE TO TRADE CUSTOMERS:

1. Interpretation

1.1. In these Conditions the following definitions and rules of interpretation apply:

“Accepted Order” means a Customer’s order (including a Special Order) accepted by the Company in accordance with clause 3.1.

“Accepted Quotation” means a quotation of the Company accepted by a Customer.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Cash Customer” means a Customer purchasing Goods and/or Services who is not a Trade Account Customer.

“Company” means E.E. OLLEY & SONS LIMITED (registered in England & Wales under Company number 00513587). This is also referred to as **“we”**, **“us”** or **“our”** below.

“Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and the Company.

“Contract” means the contract for the purchase and sale of the Goods and/or the supply of Services.

“Customer” means the person or firm who accepts a quotation of the Company for the sale of the Goods and/or the supply of Services, or whose order for the Goods is accepted by the Company. This is also referred to as **“you”**, or **“your”**, below.

“Deposit” means the deposit amount set out in an Accepted Quotation.

“Goods” shall mean the products, articles or items (or any part of them) to be sold by the Company, including any installation or Services provided by the Company, to the Customer.

“Services” means the services, including any deliverables, supplied by the Company to the Customer as set out in either an Accepted Quotation or an Accepted Order (as the case may be).

“Special Order” means an order for any Goods that are not normally stocked and/or are required to be specially made or obtained by us for you.

“Trade Account Customer” means a Customer purchasing Goods and/or Services on a trade credit account.

“Writing” includes email, facsimile transmission or by post addressed to the party for which it is intended.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

- 1.3. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Basis of sale**

- 2.1. The Company shall sell and the Customer shall purchase the Goods in accordance with any Accepted Quotation or Accepted Order, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted, or any such order is made, by the Customer.
- 2.2. Only Directors of the Company are authorised representatives of the Company.
- 2.3. Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by us in Writing. In entering into the Contract you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which are not so confirmed in Writing.
- 2.4. Any advice or recommendation given by us or our employees or agents to you or your employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by us is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.
- 2.6. Any manufacturer part numbers we provide are given as a reference only and no inference or implication beyond that of a useful reference tool should be taken nor is intended.
- 2.7. A quotation given by us does not constitute an offer and we may withdraw or revise a quotation at any time before it is an Accepted Quotation. A quotation shall only be valid for a period of 30 days from its date of issue (unless we otherwise agree in Writing).

3. **Orders and specifications**

- 3.1. No order you submit shall be deemed to be an Accepted Order unless and until we confirm it is accepted in Writing.
- 3.2. All orders we take are subject to the availability of the Goods and materials and we reserve the right to alter the specification of, or to withdraw, the Goods without prior notice, however any alternative materials that are used shall be of satisfactory quality.
- 3.3. You shall be responsible to us for ensuring the accuracy of the terms of any order (including any applicable specification) you submit, and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.
- 3.4. The quantity, quality and description of and any specification for the Goods shall be those set out in an Accepted Quotation or an Accepted Order unless otherwise agreed in Writing by us.
- 3.5. If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification or direction you submit (including a Special Order), you shall

indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement or alleged infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from our use of your specification or from us complying with your direction as the case may be.

- 3.6. We reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements or, where the Goods are to be supplied to our specification, which do not materially affect their quality or performance.
- 3.7. All specifications are approximate only and are subject to normal margins of tolerance for the materials and construction in question.
- 3.8. Neither the whole nor any part of any Accepted Order, whether it is an order by instalment or otherwise, may be cancelled by you except with our agreement in Writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

4. **Price of Goods**

- 4.1. The price of Goods shall be our quoted price in our quotation current at the date of an Accepted Order or Accepted Quotation (as the case may be) where:
 - 4.1.1. no price has been quoted;
 - 4.1.2. you provide us with an order; or
 - 4.1.3. a quoted price is no longer valid.
- 4.2. Unless otherwise agreed in Writing all prices are net and shall not be subject to any discount.
- 4.3. We reserve the right, to increase the price of the Goods to reflect any increase in the cost to us which is due to any factor beyond our control, any change in delivery dates, quantities or specifications for the Goods which you request, or any delay caused by any of your instructions or by your failure to give us adequate information or instructions.
- 4.4. Unless specifically excluded in a quotation our conditions regarding charging for carriage shall apply and such charges shall be excluded and separate from the price of the Goods.
- 4.5. The price for Goods are exclusive of any applicable value added tax, which you shall be additionally liable to pay to us.

5. **Terms of payment**

- 5.1. Subject to any special terms agreed in Writing between you and us, we shall be entitled to invoice you for the price of the Goods on or at any time after delivery or collection of the Goods, unless the Goods are the subject of a Special Order (**Special Order Goods**) and are to be collected by you or you wrongfully fail to take delivery of the Special Order Goods, in which event we shall be entitled to invoice you for the price at any time after we have notified you that

the Special Order Goods are ready for collection or (as the case may be) we have offered to deliver the Special Order Goods.

5.2. The price for the Goods shall be due for payment:

5.2.1. in the case of a Trade Account Customer within its trade account credit limit, no later than the end of the calendar month immediately following the calendar month in which the invoice is raised;

5.2.2. in the case of a Trade Account Customer over its trade account credit limit, on the date of collection or delivery, or in the case of Special Order Goods, the date upon which we have notified you that the Special Order Goods are ready for collection or we have offered to deliver the Special Order Goods (as the case may be);

5.2.3. in the case of a Cash Customer who collects the Goods at our premises, on the date of collection or in the case of Special Order Goods, on the date you submit your order to us or the date of an Accepted Quotation (as the case may be); and

5.2.4. in the case of a Cash Customer and we deliver the Goods to some other delivery location that is not our premises, on the date you submit your order to us or the date of an Accepted Quotation (as the case may be).

5.3. You shall pay the price of the Goods as provided in clause 5.2 above, and we shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the title in the Goods has not passed to you.

5.4. The time of payment of the price for Goods shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.5. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.6. If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:

5.6.1. suspend further deliveries under any other contract with you whether made before or after this Contract;

5.6.2. cancel the Contract or suspend any further deliveries to you under this Contract;

5.6.3. appropriate any payment made by you to such of the Goods (or the goods supplied under any other contract between you and us) as we may think fit (notwithstanding any purported appropriation by you);

5.6.4. charge you interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per month, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

5.6.5. recover from the Customer all costs the Company incurs in recovering any outstanding amount from the Customer.

6. **Delivery**

- 6.1. Delivery of the Goods shall be made by you collecting the Goods at our premises at any time after we have notified you that the Goods are ready for collection or, if some other place for delivery is agreed by us, by us delivering the Goods to that place.
- 6.2. Any dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed as such by us in Writing. We may deliver the Goods in advance of the quoted delivery date upon giving you reasonable notice.
- 6.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and our failure to deliver any one or more of the instalments in accordance with these Conditions or any claim by you in respect of any one or more shall not entitle you to treat the Contract as a whole as repudiated.
- 6.4. If we fail to deliver the Goods for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.5. Where we are to deliver goods:
 - 6.5.1. delivery will be as near to the place where you require delivery to be made as, in our absolute discretion, a safe hard road permits. In all other circumstances we will not accept any liability (except in respect of death or personal injury caused by our negligence) for any damage caused by the vehicle or driver;
 - 6.5.2. you shall be responsible for the unloading and storing of the Goods and we shall not be liable for any damage that occurs in the course of unloading. A maximum period of one hour is allowed for the purpose of unloading each vehicle (unless we otherwise agree in Writing) and if the unloading period for any reason extends beyond one hour you will be charged on a time and cost basis at our current rates from time to time in force;
 - 6.5.3. you or your staff or site personnel will be required to sign and print full name for the Goods on an electronic handheld device or hard copy delivery note at the location for delivery which has been agreed by us. A photograph of the Goods may also be taken. Either will be deemed proof of delivery; and
 - 6.5.4. where we in our absolute discretion determine that mechanical handling or crantage is appropriate such facilities must be provided by you and at your cost on site to facilitate the unloading of Goods from the delivery vehicles.
- 6.6. Where you are to collect the Goods:
 - 6.6.1. you shall be responsible for the loading of the Goods in, or on, to your vehicle following collection and we shall not be liable for any damage that occurs in the course of loading (whether caused by you or a member of our staff who may assist with the loading of the Goods, where applicable); and
 - 6.6.2. we may either photograph the Goods once loaded in, or on, your vehicle following collection (including the vehicle registration number of your vehicle) and the hard copy collection note, or record the collecting person's signature on an electronic handheld device as proof of collection.

- 6.7. If you fail to collect or take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may:
- 6.7.1. store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or
 - 6.7.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable delivery, storage, selling and administrative expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract; or
 - 6.7.3. in relation to Goods to which clause 3.5 applies and after 3 months of storage pursuant to 6.7.1, reserve the right to dispose of the Goods, if necessary by way of destruction and will set-off against any price paid under the Contract all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us in connection with your Special Order or our storage and/or destruction of the Goods.

7. Risk and property

- 7.1. Risk of damage to or loss of Goods shall pass to you:
- 7.1.1. in the case of Goods to be delivered at our premises, at the time when we notify you that the Goods are available for collection; or
 - 7.1.2. in the case of Goods to be delivered otherwise than at our premises, at the time of delivery or, if you wrongfully fail to take delivery of the Goods, the time when we have offered to deliver the Goods.
- 7.2. Notwithstanding delivery and passing of risk in the Goods, or any other provisions of these Conditions, the property in the Goods shall not pass to you until all sums due or owing by you to us on any account and/or under this Contract have been paid in full.
- 7.3. Until such time as the property in the Goods passes to you, you shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as our property.
- 7.4. Until such time as the property in the Goods passes to you (and provided the Goods are in existence and have not been resold), we shall be entitled at any time to require you to deliver up the Goods to us and, if you fail to do so forthwith, to enter upon any of your premises or premises under your control where the Goods are stored and repossess the Goods.
- 7.5. Our demand for or recovery of the Goods shall not of itself discharge either your liability to pay the whole of the price and take delivery of the Goods or our right to sue for the whole of the price.
- 7.6. If the Goods are sold to a third party with valid title the proceeds of the sale are to be held on trust for our benefit.

8. Warranties and liability

- 8.1. Subject to the conditions set out below we warrant that the Goods will substantially correspond with their specification at the time of delivery and will be free from material defects in material and workmanship for a period of three months from the date of their initial use or six months from delivery, whichever is the first to expire (except in the case of timber or timber products where the warranty will be seven days in either event).
- 8.2. We give the above warranty subject to the following conditions:
 - 8.2.1. we shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by you;
 - 8.2.2. we shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow our or manufacturer instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without our approval, or any actions by you following delivery of the Goods;
 - 8.2.3. we shall be under no liability in respect of any defect in the Goods arising from damage in transit in your (or your agent, employee or contractor's) vehicle after you have collected the Goods from our premises, including if we have loaded the Goods on to your (or your agent, employee or contractor's) vehicle (or have assisted with the loading);
 - 8.2.4. we shall be under no liability in respect of any imperfections of a minor or insignificant nature in respect of the Goods;
 - 8.2.5. we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods have not been paid by the due date for payment;
 - 8.2.6. the above warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as we are given by the manufacturer; and
 - 8.2.7. we shall be entitled to claim reasonable tolerances in respect of the Goods and reserve the right to make adaptations to goods supplied by us due to technical developments. We give no condition or warranty that the Goods are fit for any particular purpose for which the Customer may require them. You must satisfy yourself before ordering the Goods that the Goods are fit and suitable for the purpose for which you require them.
- 8.3. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Second hand goods are supplied on the basis that all common law and statutory warranties and conditions as to their satisfactory quality are excluded. All second hand goods must be inspected prior to use or fixing.
- 8.4. Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not you refuse delivery) be notified to us in Writing within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery of the defect or failure within a period of 28 days after the date of delivery. If delivery is not refused, or you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for such

defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

- 8.5. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to us in accordance with these Conditions, we shall be entitled to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund you the price of the Goods (or a proportionate part of the price), and we shall have no further liability to you.
- 8.6. Subject to clause 8.10, we shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit, revenue, business or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you, except as expressly provided in these Conditions.
- 8.7. We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control, including as a result of the following circumstances and/or events:
 - 8.7.1. act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, epidemic, fire, flood, storm;
 - 8.7.2. acts, restrictions, regulations, of any kind on the part of any governmental, parliamentary or local authority; or
 - 8.7.3. difficulty or increased expense in obtaining labour, materials or transport, or other circumstances affecting the supply of the Goods or of raw materials by our normal course of supply, or the manufacture of the Goods by our normal means, or the delivery of the Goods by our normal route or means of delivery.
- 8.8. The Customer shall be responsible for ensuring that all applicable laws and regulations are complied with in relation to the use of any Goods purchased from us. The Customer shall ensure that all instructions, hand books, notices and warnings issued with the Goods are properly understood and complied with at all times by all persons using the Goods or working within close proximity to them. This does not oblige us to provide any such instructions, hand books, notices or warnings.
- 8.9. Subject to clause 8.10, our total liability to the Customer (including any liability for the acts or omissions of our employees, agents and contractors) shall not exceed the total price for Goods received from a Customer.
- 8.10. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 8.10.1. liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - 8.10.2. for fraud or fraudulent misrepresentation; and
 - 8.10.3. which we cannot exclude or limit our liability under applicable laws.

9. **Samples**

Samples, drawings or descriptive matter submitted by us for your approval are to be accepted as showing general character and substance of the Goods only and shall not form part of the Contract nor have any contractual force. Equality of the bulk in colour, size or shape cannot be guaranteed.

10. **Insolvency of Customer**

10.1. This clause applies if:

10.1.1. you make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or

10.1.3. you cease, or threaten to cease, to carry on business; or

10.1.4. we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and notify you accordingly.

10.2. If this clause applies then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the Contract or suspend any further deliveries or provision of services under the Contract without any liability to you, and if goods have been delivered or a service provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. **Cancellation of Special Orders and Stock Items**

In the event that you cancel a Special Order the following handling charges may be levied:

11.1. the charge to us by the supplier for the return of the Goods including carriage which may be 100% of the price of the Goods if the supplier declines to re-stock the Goods;

11.2. our administrative and handling costs;

11.3. if we decide to retain the Goods in stock a minimum of 10% of our list price of the Goods, together with handling costs; or

11.4. if the Goods have been specifically designed or made by us for you and we cannot resell the Goods then you will be charged for 100% of our full costs up to the time of receipt of your cancellation in Writing.

12. **Consequences of termination**

12.1. On termination of the Contract:

12.1.1. without prejudice to any other rights or remedies you may have, you shall immediately pay to us:

12.1.1.1. all outstanding unpaid invoices relating to the contract (including interest that may have accrued) and, in respect of Services and Goods supplied but for which

no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and

12.1.2. you shall return any Goods which have not been fully paid for. If you fail to do so, then we may enter the place in which the goods are stored and take possession of them. Until the Goods have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and

12.2. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. **General**

13.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.2. No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

- 13.4. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior consent in Writing.
- 13.5. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 13.6. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in Writing and signed by the parties (or their authorised representatives).
- 13.7. These terms and condition shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Effective: August 2023