

**ERNEST DOE AND SONS LIMITED**  
**TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS**

'The Company' – Ernest Doe & Sons Limited and all companies within the Doe Holdings Group.

'The Conditions' – The terms and conditions of sale or purchase and the supply of services as set out in this document.

'The Customer' – Any legal entity or person placing an order for, or receiving, Goods or Services supplied by the Company.

'Goods and Services' - Any product or service the Customer agrees to purchase, supplied by the Company, in accordance with these terms.

**2. DELIVERY**

All orders for Goods and Services are accepted by the Company in good faith, on the basis of the Conditions. However, any dates quoted for the delivery are approximate only and the Company cannot guarantee delivery or completion by any particular date and shall not be liable for any delay in delivery or consequential loss which may result.

**3. PRICE AND PAYMENT**

The price ("Price") shall be as set out on the relevant invoice. Prices are stated exclusive of VAT and other applicable taxes and on an ex works basis. Where appropriate, Value Added Tax will be applied at the effective rate at the date of invoice. The Company reserves the right to change the Price on giving written notice.

Estimates and quotations for Goods and Services are given in good faith and the Company reserves the right to amend an estimate or quotation value where economically necessary.

Unless otherwise agreed in writing between the Company and the Customer, all machinery purchases must be paid for in full on or before delivery. For all other purchases, for Customers with a Company credit account, payment is due on or before the 23<sup>rd</sup> of the month following the date of the invoice. If the Customer is not a credit account holder, payment is due immediately on transfer of Goods and Services. Time for payment shall be of the essence. The Company reserves the right to charge interest on any unpaid amount at 4 percent above Barclays Bank Base Rate. The Company reserves the right to instruct solicitors to recover aged debt.

If the Customer should be in default of payment due to the Company, the Company shall have the right to suspend deliveries of Goods and Services. The Customer will remain liable for payment for all Goods delivered or Services performed for them up to that time.

**4. ACCEPTANCE, TITLE, RISK & LIEN**

The Customer shall be deemed to have accepted the Goods upon either collection from the Company or delivery to the Customer. The Goods shall be at the Customer's risk immediately from delivery or collection. However, irrespective of delivery, the Company retains full title and rights to the Goods and Services supplied until full payment has been received from or on behalf of the Customer.

If the Company fails to receive payment for the Goods, the Customer accepts that the Company may enter upon any premises owned, occupied or controlled by the Customer where the Goods are situated and repossess the Goods. The Company shall have a general lien on all goods or materials in its possession, custody or control for all sums due at any time from the Customer.

**5. WARRANTIES**

Subject to 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. The Company will, if required to do so, provide the opportunity for a Customer to inspect Goods prior to ordering to ensure suitability for their requirements and the Company warrants that the Goods will at the time of delivery correspond to the description given by the Company. The Customer shall be entitled to the benefit of any warranty or guarantee given by the manufacturer to the Company to the extent that the Company is able to pass such warranty or guarantee on to the Customer.

**6. CANCELLATION**

Cancellation of orders cannot be accepted without the prior agreement in writing of the Company. The Company shall not be liable for any loss or damage whatever arising from such cancellation.

**7. LIMITATION OF LIABILITY**

In the event of any breach of this contract by the Company the remedies of the Customer shall be limited to damages only. Except in respect of death or personal injury caused by the Company's negligence or fraudulent misrepresentation (a) the Company shall not be liable to the Customer for any indirect or consequential loss (including loss of profit) which arise out of, or in connection with the contract or these Conditions; and (b) the Company's entire liability to the Customer arising under or in connection with these Conditions whether for negligence, breach of contract or otherwise shall be the greater of (i) the price of the Goods or Services supplied on the invoice; and (ii) the amounts of insurance held and then available to the Seller under its insurance policies in respect of the Customer's loss.

**8. FORCE MAJEURE**

Neither party shall be liable for any failure, delay or default in performing its obligations due to any act of 'Force Majeure'. This includes Acts of God, war, terrorism, riot, strike, lockout, industrial action, fire, flood, failure of energy sources or transport network, breakdown of plant or machinery, loss at sea, malicious damage, drought, tempest, storms, natural disasters or extreme adverse weather conditions, default of suppliers or subcontractors or other event beyond the reasonable control of either party (which, by its nature, could not have been foreseen and was unavoidable).

**9. THIRD PARTY RIGHTS**

For the avoidance of doubt nothing in this contract is intended to confer on any third party any benefit or right to enforce any terms of the agreement.

**10. ENGLISH LAW**

The formation, existence, construction, performance, validity and all aspects of this Contract shall be governed by English Law.