

FDI Engineering Ltd

Terms & Conditions of Sale, Lease and Trading

1. Definitions

'Company'	FDI Engineering Ltd co Number 15311501 registered in England with a principal place of business at Dragon Plot, Dorset Innovation Park, Winfrith, Newburgh, Dorset, DT2 8ZB
'Subcontractor'	An approved and suitably qualified person and/or organisation, possessing specialist field expertise, contracted and instructed by the Company to provide Goods and/or Services to the Customer
'Customer'	The person and/or organisation who buys or agrees to buy or lease Goods and/or Services from the Company whose signature at the end of this document confirms acceptance of these terms
'Contract'	An agreement entered into between the Company and the Customer for the sale and/or, lease and purchase of Goods and/or Services
'Conditions'	The terms and conditions of sale and/or lease as set out in this document and any Special terms and conditions agreed in writing by the Company which form part of any supply Contract for Goods and Services
'Special' Conditions	Any Special conditions of sale as set out in this document or on the Order confirmation, which have been agreed in writing by the Company / Company and the Customer
'Goods/Services'	Shall mean any; item / part / material or work relating to fulfilling any part of the Customer's Order with the Company
'Price'	The price for Goods and/or Services, excluding VAT, and any carriage, packaging and insurance costs
'Quotation'	Shall mean the Company's offer or proposal that becomes the subject of the Order and any other related Quotations resulting from any variation in the terms of the Order
'Order'	Means a purchase Order issued by the Customer to the Company
'Warranty'	Means the warranty agreed in writing between the Company and the Customer
'Site'	Shall mean the; location / area / building or land in which the Goods are to be delivered to, or where Services are to be carried out
'Force Majeure Event'	Has the meaning set out in clause 12

2. Conditions

- 2.1. These Conditions only shall form the basis of the Contract between the Company and the Customer and apply to all Contracts for the sale of Goods and Services, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any Purchase Order or confirmation of Order or any other document.
- 2.2. All Orders for Goods & Services shall be deemed to be a Contract by the Customer to purchase Goods and/or Services from the Company and such Orders will be subject to these terms and Conditions.
- 2.3. Acceptance of delivery of the Goods and/or commencement of the Services shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.
- 2.4. These Conditions may not be varied except by the written agreement of a Company Director of the Company.
- 2.5. These Conditions when read in conjunction with any Purchase Order from the Customer accepted by the Company and any Special terms agreed in writing between the Customer and the Company and any Lease Contract issued by the Company represent the whole of the agreement between the Company and the Customer. They supersede any other conditions previously issued.

3. Pricing & Quotations

- 3.1. The Price shall be the price quoted on the Company's Quotation or the Company's price list.

- 3.2. Unless otherwise specified and subject to 3.4 below, the Price quoted is strictly net and does not include any tax (such as VAT), duty and/or charges, such as packing & delivery which will be payable by the Customer in addition to the Price quoted.
- 3.3. Any Quotation is based on all the information and drawings supplied by the Customer to the Company at the time of Quotation, and the Goods/ Services to be provided are limited to those shown in the Quotation. Any variation or extra work accepted by the Company will result in adjustment to the Price and any completion date agreed. Such variations shall result in a new Quotation being issued and it is understood any such Quotation or Quotations is/are subject to these Conditions.
 - 3.3.1. The Customer shall inform the Company of any special requirements, environmental considerations, regulations statutory or otherwise, variations or hazards applicable to the Site and/or Goods/Services. It shall be the sole responsibility of the Customer to ensure that the Goods/Services comply with all relevant legislation, including environmental legislation.
 - 3.3.2. The Customer shall be responsible for any discrepancies, errors or omissions in any drawings and/or information supplied by the Customer to the Company and shall indemnify the Company against any loss caused by such discrepancies, errors or omissions. The Company shall promptly bring to the attention of the Customer any such that it may discover.
- 3.4. Unless otherwise specified in the Quotation, the Quotation does not include the price of any chemicals, any water or any consumable items which the Customer shall make available during any installation, commissioning, decommissioning and/or subsequent use.
- 3.5. If any law, charge, regulation, levy or tax etc. is made or changes after the date of the Company's Quotation which affects the Company's performance of the Order, the Price and completion date shall be varied accordingly without penalty.
- 3.6. The Company reserves the right to amend the terms of payment prior to written acknowledgement of the Order by the Company.
- 3.7. Payments are due in the currency specified and, in the timeframe, or on the dates mentioned on the Quotation (and/or the Order confirmation where applicable) and invoice and shall be made to the address or the bank coordinates quoted on the invoice unless otherwise agreed with the Company.
- 3.8. All drawings, photographs, illustrations, performance data, dimensions, weights and other technical information and particulars of the Goods are given by the Company in the belief that they are as accurate as reasonably possible, but the Customer acknowledges and accepts that they are not incorporated into the Contract.
- 3.9. Quotation Validity. Unless specifically varied on the face of the Company's formal Quotation document all Quotations are valid for a period of 30 days from the date of the Quotation, after 30 days customers should request a new written Quotation or request written confirmation their previously received Quotation is still valid in terms of Price, delivery and specifications and for how long further the Quotation will remain valid.
- 3.10. Where Goods are sold by instalments each instalment shall be invoiced for separately by the Company's ruling Price at time of dispatch (unless agreed otherwise at time of Contract) and subject to VAT at the ruling rate at time of dispatch.

4. Payment and Interest - No Right of Set Off

- 4.1. Payment of the Price and VAT shall be due within 30 days of the date of the Company's invoice or sooner if agreed or in accordance with the terms of the Quotation.
- 4.2. Interest on overdue invoices shall accrue from the date when payment becomes due, calculated on a daily basis, until the date of receipt of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any court judgement.
- 4.3. There is no right of Set-off. The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Company.
- 4.4. Transfer of ownership retention of title. The ownership of the Goods shall not pass to the Customer until the full Price has been received by the Company.
- 4.5. If any part of the Price shall be outstanding for more than 28 days after the agreed payment due date or if the Customer goes into liquidation or is subject to receivership or administration the Company shall be entitled to take possession of any unpaid Goods and as licensee of the Customer may enter the premises of the Customer for the purpose of such recovery.

5. Goods & Services

- 5.1. Goods is defined as all products, parts, components and fittings sold leased or hired by the Company to the Customer.
- 5.2. Services is defined as all Services/ work supplied by the Company, or its authorised Subcontractors as described in the Quotation and/ or Order Confirmation - includes any and all work related to fulfilment of the Customer's Order.
- 5.3. The Company reserves the right to amend or change the specification of the Goods and/ or Services if required by any applicable statutory or regulatory requirements.

5.4. The Customer acknowledges and accepts that the Company may:

- 5.4.1. supply alternative Goods to those ordered by the Customer, such Goods being of similar quality and not materially different in performance to the Goods ordered;
- 5.4.2. increase its Price after the Contract is agreed, by giving notice to the Customer at any time before delivery, to reflect any increase in price it is charged by its suppliers for Goods or materials, or changes requested by the Customer, or any delay caused by instructions of the Customer.

6. Cancellations & Restocking Fees

6.1. For POs that are submitted and thereafter cancelled, these will be subject to a 15% restocking fee if cancelled following acceptance of the Order.

7. Warranties & Guarantee

7.1. The Company warrants all products Services and Goods:

- 7.1.1. conform with their description as shown in the Quotation;
- 7.1.2. be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
- 7.1.3. be fit for any purpose held out by the Company; and
- 7.1.4. be carried out in accordance with the Supply of Goods and Services Act 1982.

7.2. Subjects to the provisions in this clause, the Company will at its option & discretion, refund the Price, repair or replace (or in the case of destinations overseas, delivery F.O.B. UK Port free of charge) Goods which the customer has demonstrated are by reason of poor workmanship defective under proper use within 30 days from dispatch Ex-works (or in the case of supply, deliver, supervision of erection and commission only contracts, within 30 days from dispatch or readiness to dispatch if delivery is delayed by the Customer), except that Goods provided under a Service or repair Order shall be guaranteed for 30 days from completion of service or repair - such guarantee only applying to the actual work done and to new parts supplied. Following this period the product is covered for poor materials by the remaining 1-year material Warranty on a pro-rata basis.

7.3. As soon as a defect is detected/ discovered, written notice must be given to the Company within 48 hours and if agreed with the Company, the Customer must return the Goods to the Company with carriage/ freight paid.

7.4. No guarantee shall apply if the full price of the Goods/ Services has not been received by the Company within the agreed payment terms. Within the agreed payment terms, standard Warranty shall apply.

7.5. Goods that are of any expendable or consumable nature are excluded from the guarantee.

7.6. Where any recommendation or advice is given by the Company or its agents as to the mode of storing, applying or using the Goods, this advice is given in good faith and the Company shall not be liable for any loss or damage suffered by implementation or reliance thereon.

7.7. Any guarantee given as to the performance of the Goods in the Quotation is based on the design parameters and water quality specified in the Quotation and based on information supplied by the Customer and only applicable as agreed under Special Conditions.

7.8. All guarantees given, pursuant to this agreement will only be operative and binding on the Company in the circumstances where (unless otherwise agreed in writing);

- 7.8.1. the Goods have been supplied and where applicable put into operation by the Company, by one of the Company's approved Subcontractors or by the Customer itself in accordance with instructions supplied by the Company;
- 7.8.2. replacement parts have been supplied by the Company or one of its approved Subcontractors;
- 7.8.3. the Goods have not been modified, altered or tampered with, except with the Company's permission;
- 7.8.4. the Goods have not been transferred to another owner or location;
- 7.8.5. the Goods are at all times operated strictly in accordance with the Company's written consent and operating instructions;
- 7.8.6. water, gas or liquid is of the same nature and analysis to that advised to the Company, and the general physical conditions are maintained; and
- 7.8.7. the Company is given adequate time and opportunity to rectify any failure in performance of the Goods and/or Services.

7.9. The Company shall be under no liability for failure to meet any performance figures quoted, unless the Company shall have expressly and specifically guaranteed them as a separate obligation in writing.

7.10. The Company's liability at all times is limited to the amount paid by the Customer for the Goods and/or Services provided under the Contract.

- 7.11. If the Customer claims that the Goods do not perform as guaranteed, the Company reserves the right to send a representative to investigate the Customer's claim. If such representative is able to achieve guaranteed performance without alteration other than routine adjustments or the fault in the Goods is due to an act or omission of the Customer, then such visits are to be at the Customer's expense and charged at the Company's standard ruling rate at the time which will be quoted in the Contract made up of travelling expenses, travelling time and attendance time

8. Delivery of the Goods

- 8.1. Delivery of the Goods shall be made to the Customer's address, or an address nominated by the Customer and/ or and agreed with the Company. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Company for delivery and to arrange that suitable unloading facilities have been arranged including if required lifting gear or Goods and labour required to position the Goods in place.
- 8.2. The Company undertakes to use its reasonable endeavours to despatch the Goods to meet an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the Contract.
- 8.3. The Company shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Customer may not reject the Goods but shall accept the Goods delivered as part performance of the Contract.
- 8.3.1. If the Customer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, the Company shall advise the Customer when it is likely that the Goods will be ready for despatch giving no less than 7 (seven) days' notice, the Company shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of doing so in the event that the Customer is unable to take delivery.
- 8.4. Any dates quoted for delivery of the Goods and/or Services are quoted Ex-Works and are to be treated as estimates only. The Company shall not be liable for failure to deliver within such time(s).
- 8.5. If the Company is prevented by the Customer's instructions or lack of instructions, or any act of omission, on the Customer's part from dispatching or completing Goods and/or Services by the date specified in the acknowledgement of Order, then the cost involved in storage, protection insurance, re-inspection, rescheduling and delivery shall be charged to the Customer, and any payment due shall be made as though the Goods had been delivered or completed in accordance with the original terms of the acknowledgement of Order together with any of these ancillary charges
- 8.6. In the event that any delayed delivery period (*referred to in clause 8.5 above*) shall exceed 3 months then the Company shall be entitled to vary the Contract Price accordingly with reference to the Company's prevailing standard rates.
- 8.7. Where the Company has arranged delivery transport, the Company will repair or replace Goods damaged or lost in transit to the place of delivery provided always that the Customer shall advise the Company, within 2 (two) working days of receipt of the Goods of such damage or loss.
- 8.7.1. Partial deliveries or partial completion of the Order shall in no way nullify any of these terms and Conditions from applying to the partial delivery or completion or to the balance of the Order.
- 8.7.2. Damage to Goods due to inadequate Site access or careless planning shall be at the Customer's risk. The Customer hereby agrees to indemnify the Company against all costs and expenses incurred due to any damage incurred to any Goods, materials or Equipment owned by or at the Customer's risk arising from inadequate Site access and/or Customer's careless or inadequate planning or delivery, unloading and/or storage of the Goods.
- 8.8. Delivery of Goods shall be deemed to take place:
- 8.8.1. Where Goods are delivered by the Company's own transport, at the moment when the Goods are lifted from the delivery vehicle; or
- 8.8.2. Where Goods are delivered by other means, at the moment when the Goods are loaded onto the vehicle used for such transport.
- 8.9. Foreign Shipments. The Customer shall not, and will not permit any Third Party to directly or indirectly, export, re-export, or release any Regulated products to any jurisdiction or country to which, or any party to whom the export, re-export, or release of any Regulated product is prohibited by applicable foreign law, regulation, or rule. The Customer shall be responsible for any breach of this clause by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, shareholders, Customers, agents, Purchasers, resellers, or vendors. The Customer shall comply with all applicable national or foreign laws, regulations, and rules, and complete required undertakings prior to exporting, re-exporting, or releasing Regulated products.
- 8.10. Customer is responsible for processing all registrations and importation permits to import the Goods and shall comply, prior to importing the Goods, with all applicable laws and other requirements, including but not limited to those regarding safety and usage, labelling, handling and disposal of hazardous materials, import and export of materials, and with all applicable laws and regulations.

9. Acceptance of the Goods

- 9.1. The Customer shall be deemed to have accepted the Goods 5 (five) days after delivery to the Customer.
- 9.2. The Customer shall carry out a thorough inspection of the Goods within 5 (five) days of delivery and give notice in writing to the Company after discovering that some or all of the Goods do not comply with the Quotation and Order, the Customer must return the Goods to the Company at the Customer's cost and



the Company shall, at its option, repair or replace any Goods that are defective, or refund the Price of such defective goods and pay the costs incurred by the Customer in returning the Goods if they are found to be defective.

9.3. The Customer shall not be entitled to reject Goods which are in accordance with the Contract.

10. Title and Risk

- 10.1. Risk shall pass to the Customer on delivery of the Goods to the Customer's address, or to the Customer's shipping representative in the event that the Customer is arranging shipping.
- 10.2. Notwithstanding the earlier passing of risk, it is agreed that title and property in the Goods shall remain with the Company and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 10.3. Until title passes, the Customer shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company and insure and keep insured the Goods.
- 10.4. The Company may at any time before title passes and without any liability to the Customer:
 - 10.4.1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and
 - 10.4.2. for that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.
- 10.5. The Company may maintain an action for the Price of any Goods together with all ancillary costs including without limit the costs of recovery notwithstanding that title in them has not passed to the Customer.

11. Carriage of Goods

- 11.1. Carriage will be chargeable to the Customer on all sales unless agreed otherwise by the Company and shown in Quotation and Order confirmation documentation.

12. Force Majeure and Cancellation

- 12.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or Subcontractors.
- 12.2. The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 12.3. If the Force Majeure Event prevents the Company from providing any of the Goods and/or Services for a predetermined or significant period of time, the Company shall, without limiting its other rights or remedies, have the right to terminate or suspend the Contract immediately by giving written notice to the Customer.
- 12.4. The Company shall be entitled to suspend or cancel an Order forthwith if the Customer makes default in any payment, becomes bankrupt, or, in the case of a limited Company, goes into liquidation or becomes subject to receivership. Any such cancellation shall be without prejudice to any other rights or remedies the Company may have against the Customer.

13. Limitation of Liability:

- 13.1. Nothing in these Conditions shall limit or exclude the Company's liability for:
 - 13.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or Subcontractors;
 - 13.1.2. fraud or fraudulent misrepresentation;
 - 13.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

13.1.4. defective products under the Consumer Protection Act 1987.

13.2. Subject to clause 13.1:

13.2.1. the Company shall under no circumstances whatever be liable to the Customer, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

13.2.2. the Company's total liability to the Customer in respect of all losses arising under or in connection with any Order, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer for the Goods and/or Services from the Company and subject of the Order.

13.3. After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

13.4. If the Customer uses or treats the Goods in such a manner as to infringe upon any patent rights, design rights, trademarks or copyright, the Company shall not be responsible for such infringement and the Customer agrees to indemnify the Company from and against all liability arising there from.

13.4.1. In the course of the Contract and the operating of the Goods afterwards the Company may make the Customer aware of certain proprietary know-how which is the intellectual property of the Company – The Customer undertakes to keep such know-how transferred as confidential to be used only by the Customer in connection with the operation of the Goods and undertakes that it will not transmit this "know-how" to any Third Party except its own staff members and that it should make the appropriate staff members aware of the existence of this confidentiality clause and their being legally bound by it.

13.5. Unless agreed in writing by both Company and Customer:

13.5.1. Any design, drawing, tooling, specification or other document (written or electronic form) prepared or produced by the Company shall remain the exclusive property of the Company and;

13.5.2. The Customer shall not disclose any design, drawing specification or other document (in writing or electronic form) prepared or produced by the Company to any Third Party.

13.5.3. Where the Customer provides the Company with any design, drawing, specification or other document for the purpose of the Company providing its services to the Customer, the Customer grants the Company a non-exclusive, royalty free, worldwide, non-transferable license to copy and modify such material for the purpose of provision of such services.

13.6. The Customer agrees to indemnify the Company in respect of any claim for infringement of any intellectual property arising from the design of supply of any item to a specification provided by the Customer.

13.7. The Customer agrees to notify the Company of any claim or notification of proposed claim arising from any asserted intellectual property right relating to the Goods and acknowledges and accepts that the Company may conduct and at its own discretion settle such dispute.

13.8. The Company accepts no liability whatsoever for defects in Goods or materials supplied by the Customer for installation by the Company.

13.9. If materials, Goods or equipment are supplied under the contract are supplied by a Third Party subject to that Third Party' Warranty, the Customer's remedy for any defect lies against that Third Party rather than against the Company.

13.10. This clause 13 shall survive termination of any Contract.

14. General

14.1. Notices. Any notice or other communication given to a party under or in connection with any Order shall be in writing, addressed to that party at its registered office (if it is a Company) or its principal place of business (in any other case) or both or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, e-mail or fax.

14.2. Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and agreed by both parties and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.3. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of the other party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

14.4. Third Parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 14.5. The Contract and the terms herein represent the entire agreement and understanding of the parties relating to the subject matter of the Contract and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.
- 14.6. Variation. Except as set out in these Conditions, no variation of a Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.
- 14.7. Governing law. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-Contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.8. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-Contractual disputes or claims).
- 14.9. The Customer shall promptly notify the Company when it or any of its directors, officers, employees or agents become the subject of any Sanctions Investigation. The Customer confirms it is, and has been, in compliance with all statutes, laws, ordinances, regulations, rules, codes, governmental orders, or any other requirement or rule of law of any governmental authority administered by Office of Foreign Assets Control, Department of the Treasury (OFAC), the office of Financial Sanctions Implementation within His Majesty's Treasury, or any other governmental or supranational entity imposing economic actions and trade embargoes ('Economic Sanctions Laws') against designated countries ('Embargoed Countries'), entities, and persons, including without limitation, any persons or entity which is named on the List of Specially Designated Nationals and Blocked Persons or the Consolidated List of Financial Sanctions Targets in the UK (collectively, 'Embargoed Targets').
- 14.10. Customer represents and warrants that neither it nor any of its officers, directors, employees, or agents is an official, agent, or employee of any government, governmental agency, or political party or a candidate for any political office. Customer shall promptly notify the Company of the occurrence of any event that may reasonably result in an exception to the foregoing. Customer may not directly, or indirectly, in the name of, on behalf of, or for the benefit of the Company, offer, promise, or authorise to pay, or pay any compensation, or give anything of value to, any official, agent, or employee of any government or governmental agency, or any political party or officer, employee, or agency thereof, or any candidate for political office, for purposes of influencing any act or decision of such Foreign Officials, or in an effort to obtain or retain business. Customers shall require each of its directors, officers, employees, and agents to comply with the provisions of this clause, the Foreign Corrupt Practices Act (FCPA) of the United States, 15 U.S.C. § 78dd-1 et. Seq., the United Kingdom Bribery Act, and any similar acts applicable to the Customer.

15. Installation, Commissioning and Service

- 15.1. For Orders where the Company has included for the Services of an engineer or Subcontractor to supervise installation and/or commissioning and/or carry out Services, the rates for those Services shall be the Company's standard rates ruling at the time of performance of the service and set out in the Quotation.
- 15.2. For Orders where the Company has included for full installation, unless otherwise specified in the Quotation, the Customer shall provide suitable access to and possession and control of the Site (if required), proper prepared foundations ready to receive Goods as and when delivered, adequate off-loading and lifting facilities, temporary hand railing and scaffolding, all civil engineering and building works and material of any kind, suitable storage, guarding and protection for the Goods from time of delivery, all necessary fences and barriers any and all water, electric power, communication Services, lighting and heating necessary of the Site during and after installation and all necessary toilet welfare and other facilities including discharge facilities and adequate assistance. All the Services included in this sub-clause shall be supplied at the Customer's expense to enable the work to be expeditiously and continuously carried out and should additional work or expenditure be incurred due to lack of the above, the Company reserves the right to increase the Price. The Price (unless otherwise specified in the Quotation) does not include any Site; protection, wiring, cabling, filtration, treatment chemicals (which the Customer shall provide in adequate quantities of commercially pure quality during start-up, during commissioning and subsequently), or any overtime work which may be necessary due to the Site conditions.
- 15.3. In the event the Company and /or its Contractors attend Site at the agreed time for the purposes of installation and/or commissioning and the Goods cannot be installed or commissioned due to fault or failing by the Customer to supply such Services as outlined in clause 15.2 above then the Company shall be entitled to charge for all costs incurred as a result of this failure including but not limited to travelling time, travelling expenses, waiting time and any other costs such as accommodation costs in the event that the installation team is unable to complete its necessary work due to failure on the part of the Customer.

16. Health & Safety

- 16.1. The Customer shall ensure that where the Company carries out work on the Customer's Site or premises, prescribed by the Customer, Conditions, Goods or articles provided to the Company for use on the Site are in accordance with applicable Health & Safety and COSHH requirements.

17. Confidentiality

- 17.1. The Customer shall ensure that in respect of all information or data received by the Customer relating to the subject matter of the Order or in relation to the Company's business or affairs, disclosed whether in writing, orally or by other means to the Customer by the Company or by any Third Party on the Company's behalf remains the property of the Company and shall be treated as confidential by the Customer and will not be disclosed to any Third Party



without the Company's written consent. The Customer shall procure that persons to whom such information is divulged by them shall themselves observe the requirements of this condition and confirm in writing to the Customer they will do so.

18. Copyright and Trademarks

- 18.1. The copyright consisting of all documents, drawings, specifications, designs, programs or any other material prepared by the Company whether readable by humans or by machines shall belong to the Company absolutely and they shall not be reproduced or disclosed or used in their original or translated form by the Customer without the Company's written consent for any purpose other than the purpose for which they were intended.
- 18.2. The Customer shall not remove or in any way interfere with any Trademarks, Labels or instructions affixed to the Goods and/or Services.

19. INCOTERMS

- 19.1. The latest edition of the Incoterms in force at the date when the Contract is made shall form part of the Order where appropriate. Unless context otherwise requires, any term or expression which is defined or given a particular meaning in the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 19.2. Unless otherwise agreed in writing between the Company and the Customer, the Goods shall be delivered Ex-Works.

SIGNED:

The 'Company'
Printed Name:

.....

Signature:

.....

Company Director

FDI Engineering Ltd

Date

SIGNED:

The 'Customer'
Printed Name:

.....

Signature:

.....

Title:

Company:

Date