



# Terms and Conditions

## Standard Terms & Conditions of Sale and Supply

1. Unless otherwise agreed in writing, these terms and conditions of sale ("Conditions") apply exclusively to each transaction ("Contract") for the sale of goods and/or parts of goods and/or goods supplied ("Goods") as part of any services performed by Dawes Highway Safety Limited or by or through any of its subsidiary or associated companies (collectively "the Company") and/or the supply of services ("Services") by the Company to a purchaser of Goods and/or Services ("the Purchaser"). It is understood that the Goods and/or Services may be supplied through other subsidiaries or associated companies of Dawes Highway Safety Limited such as, but without limitation, Peoplepanels Limited notwithstanding that orders are made through the Dawes Highway Safety Limited's website and these terms and conditions shall apply to the supply of these Goods and/or Services in any contract between Dawes Highway Safety Limited or any of its associated companies or subsidiaries. These Conditions may be amended by the Company from time to time.
2. These Conditions apply to the exclusion of any other terms that the Purchaser seeks to impose or incorporate (eg by their order form or other similar document or correspondence) or which are implied by trade, custom, practice or course of dealing. No terms and conditions or contractual provisions specified or stipulated by the Purchaser at any time, whether prior to or after the Conditions have been brought to the attention of the Purchaser, shall be binding on the Company. The delivery of Goods or the carrying out of Services shall amount to the unequivocal and irrevocable acceptance of the Conditions by the Purchaser.
3. The price of the Goods or for the Services ("Price") is the Company's quoted price and is exclusive of VAT, delivery, packaging, carriage and insurance. No quotation given by the Company to the Purchaser shall amount to an offer but shall constitute an invitation to treat. No order by the Purchaser shall be binding until accepted by the Company in writing. The Company is entitled to increase the Price at any time before the Contract is accepted to reflect any increase in its costs because of any factor beyond its control or any changes in delivery dates, quantities or specifications requested by the Purchaser or any delay caused by the Purchaser's failure to provide adequate information, details of its requirements or other instructions. If additional testing of Goods is requested by the Purchaser beyond that which the Company performs as standard, additional fees will be payable at the Company's current rate then in force. If the Company agrees to install or commission the Goods at the Purchaser's premises or site, there will be an addition to the Price, either as detailed in the Contract or at the Company's current rate then in force.
4. Unless the Company has agreed in advance that payment for Goods or Services shall be on credit terms, delivery of Goods (other than spare parts or accessories) and/or the carrying out of Services will be made only after payment in full of the Price has been received by the Company. Unless the parties agree otherwise, the Purchaser will pay the Price where credit terms have been agreed or for Goods which are spare parts or accessories within 30 days of the delivery of the Goods (or delivery being properly tendered) or the carrying out of the Services, whether or not the Company has formally demanded payment.
5. If the Price is not paid in full when due then, without affecting any of the Company's other rights or remedies, the Company may cancel the Contract and/or suspend any further deliveries, charge interest at 4% a year above the Royal Bank of Scotland base rate at the time on all unpaid amounts; withdraw all credit facilities extended and require immediate payment of all outstanding invoices issued whether or not they were due for payment; and/or cancel and withdraw any trade discount allowed on the Price.
6. Delivery dates quoted are approximate only and the Company is not liable for any delay in the delivery of Goods or the carrying out of Services. Delivery of Goods will, unless otherwise agreed by the Company, be made at the Company's premises when the Goods are handed over to the Purchaser, its agent or its carrier. If the Company agrees to deliver the Goods other than at its premises, the Purchaser shall pay for carriage, insurance and delivery and delivery will be effected as soon as the Goods arrive at the delivery location. The carrying out of the Services will be at the location or site agreed in the Contract.

7. If the Purchaser fails to take delivery of the Goods or fails to give adequate delivery instructions then, without affecting any of the Company's other rights or remedies, the Company may store the Goods until actual delivery and charge for the reasonable costs (including insurance) of storage. The Company may, after 10 days, sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account for the excess over the Price or charge the Purchaser the amount of any shortfall.
8. Any claim by the Purchaser which is based on any failure of the Goods to correspond with specification or on non or incorrect delivery must (whether or not delivery is refused by the Purchaser) be notified to the Company within 10 days from the date of delivery or (where there is non or incorrect delivery or the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure (or after such defect or failure should have been discovered by a prudent purchaser). If the Purchaser does not notify the Company accordingly, the Purchaser is not entitled to reject the Goods
9. Any claim by the Purchaser which is based on any failure of the Services to correspond with specification must be notified to the Company within 30 days which shall be deemed a reasonable time for inspection for discovery of defect of failure.
10. Risk of damage to our loss of the Goods passes on delivery or, if the Purchaser wrongfully fails to take delivery, at the time when delivery is tendered or effected as in Condition 6.
11. Property in the Goods does not pass to the Purchaser until either the Company has received full payment of the Price (plus VAT and other applicable charges) and all other sums due to the Company from the Purchaser, or the Goods have been delivered, whichever is later. Until property in the Goods passes to the Purchaser, it will hold the Goods on the Company's behalf, keep the Goods separate from all other goods, properly stored, protected, insured and identified as the Company's property, and the Purchaser shall not pledge or charge the Goods by way of security or otherwise. Breach of any of the provisions of this Condition will result in all monies owing by the Purchaser to the Company (without prejudice to any other right or remedy) becoming immediately due and payable. The Purchaser is entitled to resell or use the Goods in the ordinary course of its business. The Company may before property in the Goods passes require the Purchaser to deliver up the Goods to it and, if the Purchaser fails to do so, the Company may repossess the Goods. The Purchaser hereby grants the Company an irrevocable licence to enter, with or without vehicles, any premises for the purpose of inspecting or repossessing the Goods.
12. If the Company agrees to perform any Services or install the Goods (or any of them) at the Purchaser's premises or site, the Purchaser will at all times be responsible for the safety of all of the Company's personnel, representatives and subcontractors and will ensure that:
  13. full and free safe access to all work areas and to all relevant information kept by the Purchaser and all other necessary co-operation to enable the Company to perform the Services or carry out the installation or commissioning of the Goods; and
  14. the work area in good order and repair, work can continue uninterrupted during normal working hours and all necessary facilities are provided on site. In addition to any other action the Company may be entitled to take, failure to ensure any of the requirements in this Condition 12 will entitle the Company to charge an additional fee.
15. If the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Purchaser, or the Purchaser ceases or threatens to cease to carry on business or the Company reasonably apprehends that any of the events mentioned in Condition 13 is about to occur (and notifies the Purchaser accordingly) then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries without any liability on the part of the Company and, if the Goods have been delivered but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

16. Except as set out below, the , the Company warrants that the Goods will correspond to their specification at the time of delivery and will be free from defects in materials and workmanship for the first 1000 hours operating time or 12 months from delivery, whichever occurs first. This warranty shall not apply and will be automatically void in respect of any claims or Goods arising from failure to install, operate, use or maintain the Goods as strictly instructed by the Company (oral or written) or set out in any operating manuals, the Terms and Conditions of Installation, Use and Maintenance of the Goods provided by the Company, fair wear and tear, modification by the Purchaser or their agents, improper service or use of parts, spare parts or replacement
17. parts not supplied by the Company either used in conjunction or otherwise with the Goods, use of the Goods other than for their intended purpose, any defect in the Goods arising from a design or specification supplied by the Purchaser or their agent, or where the Company has not received the Price in full. This warranty does not guarantee that normal wearing parts such as lugs, screws, seals, valves, nozzles and the like do not wear or require replacement during the warranty period which needs to be monitored by the Purchaser. These Conditions shall apply to all repaired or replacements goods supplied by the Company.
18. Except as set out below, the Company warrants that any Services or any installation or commissioning work carried out by the Company will be performed with reasonable skill and care. The Company shall have not liability to the Purchaser for any loss, damage, costs, expenses or other claims for compensation arising from any materials, data, instructions or other information supplied by the Purchaser which are incorrect, incomplete, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Purchaser.
19. All other warranties, conditions or other terms implied by statute or common law (in particular but not limited to sections 13 to 15 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
20. Where any valid warranty claim is made in respect of the Goods which is based on any defect in the materials of workmanship of the Goods or its failure to meet specification falling within the warranty set out in Condition 14 the Company can choose either to repair or replace the Goods (or the part in question) free of charge or grant credit to or refund to the Purchaser the Price (or a proportionate part of the Price) at the Company's absolute discretion, but the Company shall have no further liability to the Purchaser under the warranty.
21. Where any valid warranty claim is made in respect of the Services or the installation or commissioning of Goods which is based on the failure of the Company to perform such Services, installation or commissioning with reasonable skill and care falling within the warranty set out in Condition 15, the Company can choose either to do redo the work in question or carry out repairs or replace any Goods affected free of charge or grant credit to or refund to the Purchaser the Price (or a proportionate part of the Price) at the Company's absolute discretion but the Company shall have no further liability to the Purchaser under the warranty
22. Except as provided in Condition 21, the Company shall not be liable to the Purchaser by any reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for
23. any loss of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings, expenses, costs or similar loss, direct or indirect; and/or
24. any direct, special or consequential loss or damage (whether for loss of profit or otherwise), (whether caused by the negligence, breach of contract, tort, breach of statutory duty or the Company, its employees or agents or otherwise) direct or indirect, which arise out of or in connection with the Contract.
25. Except as provided in Condition 23 any other liability of the Company to the Purchaser in contract, tort, breach of statutory duty or howsoever arising out of or in connection with the Contract, directly or indirectly or for any loss of profit or any indirect or consequential loss shall be limited to:
- 26.

27. in the case of any other liability, to the Price of the exact Goods and/or Services out of which the liability arises.
28. No condition herein shall exclude or restrict the liability of the Company for breach of the statutory warranty as to title and quiet possession, and nothing in these Conditions shall operate or be construed to operate as to exclude or restrict the liability of the Company for death or personal injury caused by reason of the negligence in the Company.
29. The Purchaser accepts that the Company's limitation of liability set out in Condition 20 is fair and reasonable in all of the circumstances.
30. The Company shall not be under any liability for any delay or failure to perform any of its obligations under the Contract where it is prevented by reasons beyond its reasonable control including without limitation any act of God, war, riot, malicious damage, blockade, strike, lockout, industrial action, governmental action, accident, breakdown of machines, default of suppliers, storm, fire, flood, drought, tempest or similar event. Where Goods are to be made or the Services performed by the Company according to the Purchaser's specification and/or design, the Purchaser warrants to the Company that such manufacture will not infringe the patent, copyright, design right, trademark or other industrial or intellectual property right ("IPR") of any person. The Purchaser undertakes to indemnify the Company against all loss, damages, costs and/or expenses (including legal fees) awarded against or incurred by the Company in connection with any claim for infringement of the IPR of any person as a result of use of the Purchaser's specification.
31. All information, drawings, specifications, documents, design material and all other data which the Company has imparted to the Purchaser is proprietary to the Company and confidential. The Purchaser agrees that it will not disclose such information to third parties, whether directly or indirectly, without the Company's prior written consent. The Purchaser acknowledges the IPR (including trade marks and copyright) in the Goods and materials belong to the Company
32. Each Contract will only confer rights and benefits on the Purchaser and no third party is able to acquire rights or benefits under the Contract or these Conditions.
33. Any notice given under these Conditions must be in writing, addressed to the registered office or principal place of business of the addressee or any other address as may have been notified as the correct address for service of documents. Any notice must be given by hand or sent by first class (airmail of overseas). Email is not effective notice. Notices may be faxed provided they are also sent in accordance with this Condition.
34. This Contract may not be assigned by the Purchaser, but the Company may assign or sub-contract all or any of its rights or obligations.
35. Any waiver by the Company of any breach of the Contract by the Purchaser will not be treated as waiving any subsequent breach of the same or any other provision.
36. These Conditions and the documents referred to in them contained the entire agreement between the parties and no other agreements, representations, warranties, promises or understanding express or implied will bind the parties or form part of a Contract unless expressly accepted in writing by a person to sign on the Company's behalf. Any samples, drawings, descriptive matter or advertising produced by the Company and any description or illustrations contained in the Company's brochures, catalogues, leaflets, website or correspondence are produced for the sole purpose of giving an approximate idea of the Goods in them and shall not form part of the Contract or have any contractual force.
37. English Law governs these Conditions and each Contract and the parties agree to the exclusive jurisdiction of the English Courts.