

General Terms & Conditions for the Sale of Goods and Services Rotamat Ltd (Trading as Huber Technology)

1. Definitions

In these term and conditions the following definitions apply:

- (a) "Customer" means the person, firm or company to whom the Quotation is addressed or such other person, firm or company as Rotamat Ltd may agree in writing to regard as the Customer for the purpose of the Contract.
- (b) "Conditions" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Rotamat Ltd.
- (c) "Quotation" means Rotamat Ltd.'s Quotation to supply goods and/or services on the terms and conditions set out therein and attached hereto, including any drawings and specifications referred to and contained therein.
- (d) "Contract" means the Contract entered into between the Customer and Rotamat Ltd by Rotamat Ltd.'s acceptance of the Customers order, based on the terms and conditions set out in the Quotation, including these terms and conditions.
- (e) "Works" means the goods and/or materials to be supplied and/or services to be performed by Rotamat Ltd as set out in the Quotation.
- (f) "Site" means the location described in the Quotation to which the goods or services are to be delivered and/or where the Works are to be carried out.

2. Prices and Terms of Payment

- (a) The price shall be Rotamat Ltd.'s quoted price and is exclusive of VAT which shall be due at the rate ruling on the date of Rotamat Ltd.'s invoice.
- (b) Unless specifically stated otherwise in the Quotation payment terms shall be 100% without retentions on delivery of the Works or part thereof or from notification of readiness to dispatch, if delivery is delayed by the customer.
- (c) Unless specifically stated otherwise in the Quotation payment terms where the Works includes the supply of a new item of plant shall be as follows:
 - 30% on placement of purchase order
 - 20% on drawing approval
 - 40% on delivery to site or if delivery is delayed by client then readiness for delivery to site in accordance with the agreed programme
 - 10% on commissioning as per the agreed programmePayment within 30 days of receipt of invoice
- (d) Any discount referred to in Rotamat Ltd.'s Quotation is a cash discount and only allowable if payment is made by the Customer in accordance with the terms and conditions set therein and/or in accordance with any terms and conditions agreed in writing.
- (e) The Customer shall pay to Rotamat Ltd the total amount of Value Added Tax which shall be due at the rate ruling on the date of Rotamat Ltd.'s invoice for goods.
- (f) The Customer shall not be permitted to exercise any right to off-set against monies owing to Rotamat Ltd under the Contract.

3. Warranties and Liabilities

- (a) The liability of Rotamat Ltd to the Customer shall in no circumstances exceed the price of the Works as stated within the quotation except in the case of death or personal injury caused by negligence of Rotamat Ltd.
- (b) If the scope of the Works includes the supply of a new item of plant then in the event of any defect or deficiency appearing in any part or materials forming part of the Works which is notified in writing to Rotamat Ltd within 12 months from successful commissioning by a Rotamat Ltd Commissioning Engineer or 15 months from delivery to site whichever is the earlier, and when such a defect does not arise out of normal wear and tear or as a result of any misuse of the Works or use otherwise than in accordance with Rotamat Ltd recommendations, then Rotamat Ltd shall undertake to remedy the defect or deficiency, free of charge. Full maintenance records for the item of plant must be available, and the plant must have been commissioned by a Rotamat Ltd Commissioning Engineer, in order for the warranty to be valid.
- (c) If the scope of the Works is limited to the supply of spare parts or components then in the event of any defect or deficiency appearing in any part or materials forming part of the Works which is notified in writing to Rotamat Ltd within 12 months of supply and when such a defect does not arise out of normal wear and tear or as a result of any misuse of the Works or use otherwise than in accordance with Rotamat Ltd recommendations then Rotamat Ltd shall supply to the Customer replacement parts or materials ex-works, free of charge.
- (d) If the scope of the Works is limited to the supply of after sales service and/or repairs then unless specifically stated otherwise in the Quotation then in the event of any defect or deficiency arising from services forming part of the Works which is notified in writing to Rotamat Ltd within 6 months of supply and when such a defect does not arise out of normal wear and tear or as a result of any misuse of the Works or use otherwise than in accordance with Rotamat Ltd recommendations, then Rotamat Ltd shall undertake to remedy the defect or deficiency, free of charge.
- (e) Rotamat Ltd shall in no event be liable for any loss of use, loss of profit, loss of rent or other consequential loss arising out of the performance of the Works or any breach of Contract by Rotamat Ltd. Unless specifically stated otherwise in the Quotation Rotamat Ltd accepts no liability in terms of liquidated damages or damages at large.
- (f) All remedial work (parts and labour) shall carry the remainder of the warranty.

4. Rotamat Ltd Obligations

- (a) In consideration of the payments to be made by the Customer, Rotamat Ltd shall carry out and complete the Works in general conformity with the provision of the Contract.
- (b) Where the Works or any part of them are to be designed by Rotamat Ltd, then Rotamat Ltd shall exercise reasonable care and skill which is expected of a competent designer in the performance of such designs. However Rotamat Ltd shall not have any liability to the Customer in respect of the design of the Works, except insofar as it has failed to exercise such reasonable care and skill.
- (c) Rotamat Ltd reserve the right to make minor variations to the design of the Works or to substitute for goods and materials of the same or better quality if Rotamat Ltd consider such variations or substitution reasonably necessary for the proper performance of the Works without adjustment to the price in the quotation.

5. Customer's Obligations

Unless otherwise stated in the Rotamat Ltd quotation, the Customer shall:

- (a) Supply all drawings, information and data necessary to enable Rotamat Ltd to carry out the preparation of its designs and working drawings.
- (b) Accept deliveries of the goods and/or materials on site, offload and check the said goods and/or materials.

Where Rotamat Ltd are to undertake work on the Customer's site, the Customer shall:

- (c) Allow Rotamat Ltd access to the site to carry out such Works free and unhindered.
- (d) Allow Rotamat Ltd to accept deliveries on to the site of the Works and to offload and check such deliveries.
- (e) Be responsible for obtaining any planning permission, approvals, consent to discharge or other such statutory approvals considered necessary for Rotamat Ltd to carry out any service work or operation of any Works.
- (f) Properly design and accurately construct any foundations or lifting points stated as a requirement in Rotamat Ltd.'s Quotation, design and/or drawings and suitable in all respects for the construction thereon and fixing thereto by Rotamat Ltd of the Works.
- (g) Be responsible for the security in all respects of the Works, all goods and materials delivered to site. In particular from any theft, fire or vandalism and shall indemnify Rotamat Ltd against such losses suffered by Rotamat Ltd as a result of the Customer's failure to do so.
- (h) Be responsible for the safety and for the proper provision of Health and Welfare facilities on the site.
- (i) Provide any further services, facilities or utilities as stated in Rotamat Ltd.'s Quotation or considered necessary by Rotamat Ltd or for compliance with Health and Safety legislation.

6. Works Programme

- (a) Any Works programmes detailing dates for deliveries of goods or materials and dates for completion of services shall be subject to confirmation by Rotamat Ltd at the time of accepting the Customer's order and again at the time of commencement of any service work, if included, at the site.
- (b) Rotamat Ltd shall not be liable for any delays arising from matters outside of its reasonable control.

7. Contract Loss or Variation

- (a) Unless specifically stated otherwise in the Quotation the Contract is based upon the Customer accepting deliveries detailed within the Quotation and upon the work being carried out in one single, continuous operation or to an agreed programme. If any of the deliveries or commencement of the Contract are delayed or disrupted by an act, omission or default of the Customer or any person for who the Customer is responsible, the Customer shall pay to Rotamat Ltd the loss or expense incurred by Rotamat Ltd as a result.
- (b) The Customer shall not be entitled to vary the Works as described within the quotation, except by prior agreement with Rotamat Ltd and the Customer agreeing to compensate Rotamat Ltd all additional costs incurred as a result of such variations. This also includes any variation Works required by local authority or other government agencies.
- (c) Any variation to the Works must first be incorporated into a new or revised Quotation issued by Rotamat Ltd and then accepted by the Customer in respect of price, scope and programme.
- (d) If the delivery of an item of plant is delayed by the Customer beyond the agreed delivery date the value of the goods will be invoiced and storage will be charged at a rate of £15 per m² per week. For large items of plant additional charges may be incurred for movement to and storage at other premises.
- (e) In relation to site work due to be undertaken, cancellation charges shall apply if the Customer cancels or delays the work within the following timescales during the working week
 - (1) less than 5 working days' notice - 100% of the costs of the cancelled or delayed site work
 - (2) Greater than 5 working days - no costs

Where Rotamat Ltd is notified of cancellation or delay after 5pm, notification is deemed to have been given at 8am on the following working day.

8. Contract Termination

- (a) If the Customer does not make payments to Rotamat Ltd of any amounts properly due and payable under the Contract or is otherwise in breach of the Contract, Rotamat Ltd may serve notice on the Customer specifying such failure to pay or breach and require the Customer to remedy. If the Customer fails to remedy the same within 5 working days of service of such notice, or commits any act of bankruptcy or goes into liquidation or has a receiver or administrative receiver appointed over any of his assets or suffers any execution or distress to be levied on any of its property Rotamat Ltd may terminate the Contract forthwith by notice to the Customer.
- (b) If the Contract is terminated for whatever reason the Customer shall pay to Rotamat Ltd the total amount properly due to Rotamat Ltd for Works performed and/or goods and materials ordered by Rotamat Ltd on or before the date of termination and 10% of the remaining Contract value provided that such payments be without prejudice to Rotamat Ltd.'s right to sue for and recover any damage, loss and/or expense to which Rotamat Ltd may additionally be entitled.

9. Legal Construction

The Contract shall in all respects be construed and operated as an English Contract and in conformity of English Law.

10. Arbitration

Any disputes or differences arising out of the meaning of the Contract or any matter or things arising from the Contract or in connection to the performance of the Works shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment by the President or Vice President for the time being of the Chartered Institute of Arbitrators.

11. Copyright and Confidentiality

- (a) The copyright of any drawings or documents prepared or supplied by Rotamat Ltd in pursuance of the Contract shall remain vested in Rotamat Ltd.
- (b) All drawing, documents and other information supplied by Rotamat Ltd are given in confidence and may not be used, copied or disclosed to a third party by the Customer without the specific written consent of Rotamat Ltd.

12. Title to Goods

- (a) Notwithstanding delivery, the goods or materials shall remain the sole property of Rotamat Ltd until payment is received in full for:
 - (1) Those goods, materials and or services required to supply them
 - (2) All amounts owing to Rotamat Ltd by the Customer on any account whatsoever
- (b) Risk on the goods and/or material shall pass on delivery to the Customer or its duly authorised carrier or agent and notwithstanding the goods and/or materials being destroyed, damaged or lost after delivery, Rotamat Ltd shall be entitled to payment.
- (c) On completion of the Works and if the Customer has defaulted on payments to Rotamat Ltd on all monies owing and due under the Contract, Rotamat Ltd shall be entitled to dismantle and remove any goods and/or materials supplied pursuant to the Contract and the Customer hereby grants Rotamat Ltd an irrevocable licence to enter upon the site for this purpose. The Customer will be liable to Rotamat Ltd for all the costs involved in reclaiming the goods and/or materials.
- (d) The rights referred to in these terms and conditions are in addition and without prejudice to and shall not operate so as to limit any other rights which Rotamat Ltd may have because of any default on the part of the Customer.

13. Assignment and Subletting

- (a) Neither party without the specific written consent of the other party shall assign the Contract.
- (b) Rotamat Ltd shall be entitled to employ sub-contractors.