

Full Terms & Conditions

1. INTERPRETATION

1.1 The definitions in this clause apply in the terms and conditions set out in this document: Goods: the products (including both GRP structure specific products and other more general products) that we are selling to you as set out in the Order. Order: your order for the Goods and/or Services as set out in quotation and or order document as referenced. Services: the services, including installation works and construction as set out in the Order. Site: the area specified in the Order where we are to provide the Services. Terms: the terms and conditions set out in this document. We/Us: National Chester Composites Ltd incorporated and registered in England and Wales (CRN 08837094) and at Chester Composites Ltd, Deeside lane, Sealand, Flintshire, UNITED KINGDOM.

1.2 Headings do not affect the interpretation of these terms.

2. OUR SERVICE

2.1 If you require us to provide you with the Services, instructions as to how the Site is to be prepared prior to us carrying out the Services will be provided upon request.

2.2 Provision of the Goods and/or Services will be subject to the specification as agreed between us and you (Specification). You will always be responsible for the Specification and it is your responsibility to ensure that the Specification we work from is accurate.

2.3 In conjunction with you, and based on the information you provide to us, we will detail and design materials that are required in relation to the GRP framed structure that you wish to construct, this will be set out in our CAD design Documents. The Design Documents will also cover the cost and expectation for our service. You will; at all times; be responsible for the Design Documents and it is your responsibility to ensure that the Design Document is accurate and meets the Specification.

2.4 For the avoidance of any doubt, we do not provide any labour to assist you with the construction of the relevant structure or groundworks unless you have contracted with Us to provide you with the Services. BUILDING COMPLETION & HANDOVER Company Name: (IF APPLICABLE) Print Name: Date: Signed: 6

2.5 We do not charge you for the Quotation Service or the Design Documents and, accordingly, can accept no liability whatsoever in relation to either, save that in the event that it becomes abundantly clear that significantly more or less Goods and/or Services are required to construct a structure than we have advised (solely due to our error), we will use our reasonable endeavours to supply the necessary additional Goods and/or Services to you on a prompt basis and at a price commensurate with the other Goods and/or Services supplied to you or, as applicable, accept the return of and issue a credit in respect of, surplus Goods and/or Services supplied to you.

3. BASIS OF SALE

3.1 We consider that these Terms, the Order and our price list set out the whole agreement between you and us for our Quotation Service, Design Documents and the sale of the Goods and/or Services. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think there is a mistake or omission in these documents, please contact us immediately. Any changes to the Specification of the Goods and/or Services or other variation to the Terms or Order that you agree with our authorised employees and agents will only be binding if recorded in writing. Please ensure that you read and understand these Terms

before you sign the Order, because you will be bound by them once a contract comes into existence between us in accordance with clause 3.5.

3.2 Any web shots, samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures or on our website, are produced solely to provide you with an approximate idea of the Goods they describe.

3.3 If any of these Terms are inconsistent with any term of the Order Documents, the Order Documents shall prevail.

3.4 The Order is an offer by you to enter a binding contract, which we are free to accept or decline at our absolute discretion.

3.5 The Order shall only be deemed to be accepted when you issue a written acceptance of the design Documents and we commence design and manufacture of materials, at which point a contract shall come into existence.

3.6 Any quotation for the Goods and/or Services is given on the basis that a binding contract shall only come into existence in accordance with clause 3.5. A quotation shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

3.7 We shall assign an order number to the Order and inform you of it. Please quote the order number in all subsequent correspondence with us relating to the Order.

3.8 You may within seven calendar days of placing an Order amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur for design, detailing and any materials manufactured specifically for your order, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it.

3.9 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Goods and/or Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

4. THE GOODS

4.1 We warrant that upon delivery the Goods shall: (a) conform in all material respects with their description; (b) be of satisfactory quality; (c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods; (d) be free from material defects in design, material and workmanship; and (e) comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

4.2 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

4.3 We will take reasonable steps to pack the Goods properly and to ensure that you receive your order in good condition.

4.4 These Terms apply to any additional, repaired or replacement Goods we supply to you in the unlikely event that the original Goods are not of a satisfactory standard or do not otherwise conform to these Terms.

5. SHORTAGES, DEFECTIVE GOODS AND RETURNS

5.1 On delivery, you are obliged to immediately inspect the Goods to ascertain that they conform to these Terms as regards quantity and quality.

5.2 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery, and, in any case, within 48 hours. If possible, you should forward photographic identification to us and inform the relevant haulier at the time of delivery. We will (at our sole discretion): (a) make up any shortages; (b) provide you with a full or partial refund; (c) replace the Goods; or (d) repair the Goods.

5.3 If we do not hear from you in relation to the Goods within a period of 48 hours from delivery, we will presume that the quantity and quality of the Goods is acceptable to you and we shall accept no liability to you for any shortages or defects whatsoever, save that we shall accept liability for defective Goods where the fact that they are defective would not be apparent from a thorough initial inspection.

5.4 These Terms will apply to any, additional, repaired or replacement Goods we supply to you.

6. DELIVERY

6.1 We will deliver the Goods to you within 7 calendar days of the date on which we notify you that they are ready.

6.2 Delivery of the Order shall be completed when we deliver the Goods to you.

6.3 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us. However, occasionally delivery may be affected by factors beyond our control, Covid-19 and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

6.4 If you fail to take delivery of an Order within the period of four weeks from the date on which we notify you that the Goods are ready, then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control: (a) we will store the Goods until delivery takes place and may charge you a reasonable sum to cover expenses and insurance. (b) we shall have no liability to you for late delivery.

6.5 If you have not taken delivery of the Goods within 8 weeks of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing/email and calls, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage, material and selling costs, pay you for any excess over the price of the Goods or charge you for any shortfall below their price.

6.6 If we are not able to deliver the whole of the Order (1+ Pods) at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

7. TITLE AND RISK

7.1 The Goods will be your responsibility from the time of delivery.

7.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

8. THE SERVICES

8.1 We shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

8.2 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify you in any such event.

8.3 Provision of the Services shall always be dependent on weather conditions. If in our opinion we deem the weather to be inclement or adverse or otherwise rendering provision of the Services unsafe or impracticable, we reserve the right to reschedule provision of the Services until the weather conditions have improved to our satisfaction.

7 Exercising of our rights under this clause

8.3 shall not be construed as a failure to meet our obligations under the agreement and we will not be liable for any loss to you howsoever caused as a result.

8.4 We warrant that the Services will be provided using reasonable care and skill.

9. YOUR OBLIGATIONS

9.1 You shall: (a) ensure that the terms of the Order are complete and accurate; (b) co-operate with us in all matters relating to the Services; (c) provide us, our employees, agents, consultants and subcontractors, with access to the proposed Site and other facilities as reasonably required; (d) provide us with such information and materials as we may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; (e) prepare the proposed Site for the supply of the Services in accordance with the Order Documents; (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; (g) keep and maintain all materials, equipment, documents and other property belonging to us (Supplier Materials) at the proposed Site in safe custody at your own risk, maintain the Supplier Materials in good condition until returned to us, and not dispose of or use the Supplier Materials other than in accordance with our written instructions or authorisation;

9.2 If we are unable to perform any of our obligations under this agreement or are prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (Customer Default): (a) we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays us performing any of our obligations; (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 9.2; and (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default. This shall include, but is not limited to plant, labour and travel costs incurred by us.

10 PRICE AND PAYMENT

10.1 The price of the Goods and/or Services will be as set out in the quotation we provided to you and subsequently confirmed in writing by us. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing. In the event that your instructions change and further or different Goods and/or Services are required, we reserve the right to increase the price accordingly.

10.2 These prices are exclusive of VAT, which may be chargeable thereon.

10.3 Unless otherwise agreed, these prices exclude delivery costs other costly specifications, which will be added to the total amount due.

10.4 It is always possible that, despite our best efforts, some of the Goods and/or Services we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods and/or Services' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods and/or Services to you. If the Goods and/or Services' correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods and/or Services or reject the Order and tell you. If the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error, we do not have to provide the Goods and/or Services to you at the incorrect (lower) price.

10.5 Unless otherwise agreed by us payment for the Goods and/or Services will be made on the following basis: (a) you will pay a refundable deposit (Deposit Payment) representing 50% of the total costs of your Order at the outset of our agreement this is fully refundable until the pods go into construction; and (b) you will pay the remaining balance (Balancing Payment) After the pod is delivered to your delivery address. We shall invoice you for the Deposit Payment and the Balancing Payment at our discretion as and when appropriate. You must pay each relevant invoice in cleared monies within 7 calendar days of the date of the invoice. We are not obliged to source the Goods and/or plan provision of the Services for you until we receive the Deposit Payment or deliver the Goods and/or Services to you until we receive the Balancing Payment. You do not go onto our lead time until we have received a 50% deposit of the final product cost.

10.6 If you do not make any payment due to us by the due date for payment (as set out in clause 10.5), we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds bank from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

10.7 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend your Order (and any other outstanding Orders of yours) until you have paid the outstanding amounts.

10.8 Clause 10.6 and clause 10.7 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

11. LIMITATION OF LIABILITY

11.1 Subject to clause 9.3 and clause 9.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

11.2 Subject to clause 9.3, neither of us shall be responsible for losses that result from our failure to comply with these Terms which fall into the following categories: (a) loss of income or revenue; (b) loss of profit; (c) loss of business; (d) loss of anticipated savings; (e) loss of data; or (f) any waste of time. However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

11.3 Nothing in this agreement excludes or limits in any way our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (d) defective products under the Consumer Protection Act 1987; or (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

12. EVENTS OUTSIDE OUR CONTROL

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following: (a) strikes, lockouts or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; or (f) pandemic or epidemic.⁸

12.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

13. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

14. NOTICES All notices sent by you to us must be sent to Chester Composites Ltd, Deeside Lane Sealand, Flintshire, UNITED KINGDOM. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

15. GENERAL

15.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver, and we tell you so in writing.

15.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

15.4 These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.

Add in: Health and safety onsite, site should be safe for employees to work on, if not we will wait until its safe to carry out works?

Signed:

Print Name:

Date:

Order NO: