

LMS HIGHWAYS LTD - GENERAL CONDITIONS OF SALE

1 DEFINITIONS

- (a) the Company means LMS Highways Ltd
- (b) the Works means the works to be undertaken by the Company and specified in the quotation and/ or the bill of quantities hereto attached.
- (c) the Customer means the person, firm or company to whom the Company's Quotation and acceptance of Order are addressed.

2 ACCEPTANCE

- (a) The company's quotation will remain open for a period of two months (60 days) from the date hereof and can only be accepted in its entirety. After this period the quotation is then subject to review.
- (b) No contract shall be made until the Company has accepted any orders arising here under in writing. The Company's acceptance of any order is subject to satisfactory credit arrangement being made prior to the commencement of the works. The conditions of this quotation shall be deemed to be incorporated into any contract arising from this quotation. Any stipulation or condition which would conflict with or in any way vary, qualify or negate any of the conditions contained herein shall not be binding on the Company unless expressly agreed in writing.

3 VARIATION OF PRICE

- (a) The maximum number and type of visits allowed for is shown on the front of this quotation. Any additional visits will be subject to an extra charge for all additional cost incurred including transporting labour and plant to and from site, reduction in output and other affects relating to the additional visits.
- (b) Works have been priced as being undertaken in a five day working week, during the Company's normal working day. Any works outside these hours arising either from the actions of the customer or cause beyond the Company's control will be subject to an additional charge.
- (c) Delays or non-completion of work due to any circumstances beyond the Company's control (with the exception of inclement weather) are chargeable. The Company will recover from the Customer, hourly waiting costs of labour, fuel and plant and/or a one off charge for an aborted visit.
- (d) The quotation is based on cost of labour, fuel, transport and materials ruling at the date submitted. The Company reserves the right to pass on any subsequent variation in cost to the customer, which may occur up to the date of commencement and/ or during the progress of the works.
- (e) Maintenance work will not be carried out without charge where, in the Company's opinion any preparatory work not performed by the Company is:-
 - i. Of a sub-standard nature, or
 - ii. Not of a specification acceptable.
- (f) Prices quoted do not include VAT, which will be shown as an additional charge at the appropriate rate ruling at the relevant tax point.

4 LIMITATIONS

- (a) Unless specifically detailed in this quotation, no allowance has been made for cleaning or any other preparatory work required prior to or during the Company's works. Broom sweeping will be carried out but work on areas of excess dirt, grease, etc cannot be guaranteed.
- (b) The quotation is submitted subject to the availability of supplies, materials, labour and plant at the time of execution of the work.
- (c) The Company will use its best endeavors to meet quoted delivery dates but such dates are estimates only and the Company shall not be liable for the consequences of any delay.
- (d) If this quotation is submitted in accordance with or in response to a specification which has been stipulated by the Customer, the Company does not warrant or guarantee (express or implied) that such specification is suitable for conditions that are to be met.
- (e) No liability can be accepted for delays or non-execution of the work either in whole or part caused by war, invasion, strikes, lock-outs, civil commotion, riots, frost, floods, storms, tempests, accident or other circumstances beyond the Company's control.
- (f) The Company has Public Liability Insurance Cover amounting to £10,000,000.
- (g) Except in the case of death or personal injury caused by the Company's negligence the Company shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty of common law or under the express terms of the Contract with the Customer for any consequential loss or damage (whether for loss of profit or otherwise) costs, expense, or other claims for consequential

compensation whatsoever which arise out of or in connection with the Works except as expressly provided in these conditions.

- (h) No liability can be accepted where the Customer has not ensured that the site has been properly prepared in all respects or where the means of access is inappropriate for the Company's plant and machinery.
- (i) Unless expressly agreed in writing all defects are to be notified within a period of three months from completion of contract.

5 SITE REQUIREMENTS

The Customer must ensure that:

- (a) There is adequate clear access for the use of plant machinery and vehicles.
- (b) Adequate traffic management is maintained wherever and whenever necessary. The Company shall undertake simple traffic management (signs and cones to chapter 8), unless expressly agreed and included in this quotation, all other traffic management is the Customers responsibility.

6 TERMS OF PAYMENT

- (a) The settlement terms are for payment against invoice unless otherwise stated, when such variation from these terms will be subject to confirmation.
- (b) Interim invoices maybe issued by the Company which, unless otherwise stated, will be for not more that 90% of the value of work then done and when so issued are immediately due for payment without deduction.
- (c) Final invoices, unless otherwise stated, are to be based upon re-measure of work done. Unless otherwise agreed in writing no retentions will be taken.
- (d) Retentions become payable upon the termination of the maintenance period, If any, or upon expiry of three months from the date of issue of the final account, whichever is the sooner.
- (e) In the event of maintenance period being specified such period shall commence from the date of the completion of the work and not from the date of completion of any main contract involved.
- (f) The Company reserves the right to charge interest on unpaid accounts both before and after judgement at the rate as 3% above Lloyds Bank Plc Base rate, including partially paid accounts, from when such amounts were due for payment in accordance with these conditions of Sale.

7 CONDITIONS OF INSOLVENCY

- (a) If before the Customer makes payment in full the Customer becomes insolvent or enters into a scheme of arrangement or composition with creditors or goes into liquidation or there is a receiver appointed the Company shall be entitled to exercise all or any of the following rights namely to retain all monies paid by the Customer, to stop goods in transit, to remove goods not paid for from the Customer's premises, to exercise a lien over goods to resell them and reclaim from the Customer any further loss arising and to be indemnified by the Customer and elect to treat the Contract as repudiated or as continuing.

8 RESERVATION OF TITLE

- (a) The ownership of the goods the subject of the Works shall not pass to the Customer until the Customer has paid the Company all sums due to the Company in respect of the goods and services comprised in the Works but the risk of any damage to the goods while in the Customers possession shall be borne by the Customer who will be deemed to be the bailee thereof. The Customer shall be responsible for ensuring the goods are properly and safely stored and appropriately covered by insurance.
- (b) Until payment in full the Customer will make arrangement for storage and labelling of goods in such a way that they are clearly shown to be the property of the Company
- (c) While any goods still in the ownership of the Company remain upon the Customers premises or the premises any agent or associate of the Customer the company shall have the right to enter upon the premises to remove all goods for which payment in full has not been received by the Company.

9 CANCELLATION

- (a) Orders placed cannot be cancelled except with the Company's consent and on terms which will indemnify the Company against loss and expenses incurred. Any goods returned without the Company's consent will not be accepted for credit.