

UK TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

These terms and conditions together with the details set out in the Quotation (together the "Agreement") constitute all the terms upon which the Company will provide the Client with the Goods and Services. All other terms and conditions (including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or other similar document) are excluded. No variation to this Agreement shall be binding unless agreed in writing between the Client and the Company. For the avoidance of doubt, should any provision of the Quotation conflict with these terms and conditions, the terms contained in the Quotation shall prevail.

Where the Company has agreed to provide Services to the Client these terms and conditions shall apply (to the extent such terms are applicable) to the supply of such Services notwithstanding that these terms and conditions may refer to the supply of Goods by the Company.

1 DEFINITIONS

"Company" means Barriers International Limited (company number 2945664) whose registered office is at Cullivers Leaze, Foxley, MALMESBURY, Wiltshire SN16 0JJ;
"Conditions" means the standard terms and conditions for the supply of goods and services set out in this document and (unless the context otherwise requires) includes any Special Conditions set out in the Quotation;
"Client" means the person, firm or company set out in the Quotation who purchases Goods from the Company;
"Client Premises" means the address(es) set out in the Quotation as the address(es) at which the Goods are to be delivered and the Services are to be provided;
"Goods" means the goods which the Company is to supply to the Client as set out in the Quotation;
"Instructions" means the instructions (if any) to be followed by the Client relevant to the provision of the Goods and Services as set out in the Quotation;
"Services" means the installation services, being the laying and/or erecting of the Goods, to be provided to the Client at the Client Premises;
"Fee" means the fee payable by the Client for the provision of the Goods and Services as set out in the Quotation;
"Quotation" means the quotation for the provision of Goods and Services specifying (inter alia) the name of the Client, the Goods and Services to be provided, Instructions, Special Conditions and Fee;
"Special Conditions" means the special conditions specific to the Goods and Services set out in the Quotation which will apply to the Client in addition to the terms and conditions set out herein.

2 SUPPLY OF THE GOODS

- 2.1 The Company shall supply and the Client shall purchase the Goods in accordance with the Quotation and these Conditions. This Agreement supersedes all prior oral or written statements of any kind made by the Company or its representatives in relation to the Goods. The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into this Agreement the Client acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed. Any advice or recommendation given by the Company or its employees or agents to the Client or its employees or agents in relation to the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Client's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.2 The Company reserves the right to make any changes to the Goods which are required to conform with any applicable health and safety or other statutory requirements or which do not materially affect the quality or performance of the Goods.
- 2.3 Any descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on the Company's website in respect of the Goods are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them and they will not form part of this Agreement.
- 2.4 No Quotation which has been accepted by the Client and provided to the Company may be subsequently cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of such cancellation.
- 2.5 The Company shall not be bound by and reserves the right to correct, before and after the Agreement is made, any typographical, clerical or other obvious error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company.

3 DELIVERY, SHIPPING AND LICENCES

- 3.1 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any failure to deliver on any particular date or dates.
- 3.2 Delivery of the Goods shall be at the Client Premises unless otherwise agreed by the Company. If the Parties have agreed that the Company is to deliver goods to a carrier, section 32(2) of the sale of Goods Act 1979 shall not apply and the Company shall be under no obligation to give the notice specified under section 32(3) of the Act.
- 3.3 For parcel deliveries the Client must make someone available at the Client Premises to sign for the Goods at the time of delivery. For all other deliveries the Client must ensure that the Client Premises are in a suitable state for delivery and the Client must provide a vehicle for the prompt unloading of the Goods and suitable labour and lifting equipment. The Company may decline to deliver (and shall accept no responsibility for declining to deliver) if it believes that it would be unsafe, unlawful or unreasonably difficult to do so or the Client Premises (or access to them) is obstructed or is not available. Deliveries by the Company must be unloaded by the Client within one hour of arrival at the Client Premises, following which the Company shall be entitled to charge £85 for every hour (or part thereof) that the Company's delivery vehicle remains on the Client Premises with any of the Goods on board. The Client agrees to indemnify the Company and hold the Company harmless from all expenses and liabilities the Company may incur (directly or indirectly) following any breach by the Client of its obligations under this Condition.
- 3.4 Unless otherwise expressly agreed, the Company may effect delivery in one or more instalments. Each instalment shall be treated as a separate contract. Failure by the Company to deliver any one or more of the instalments in accordance with the

Conditions or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat the Agreement as a whole as repudiated.

- 3.5 If the Client refuses or fails to take delivery of Goods tendered in accordance with this Agreement or fails to take any action necessary on its part for delivery and/or shipment of the Goods (otherwise than by reason of the Company's fault), the Company shall, without prejudice to any other right or remedy, be entitled to:
 - 3.5.1 store the Goods (at the risk of the Client) and charge the Client for the reasonable costs of storage (including insurance); and/or
 - 3.5.2 arrange for the hire of a vehicle for the unloading of the Goods at the Client Premises and charge the Client for the costs of hiring such vehicle; and/or
 - 3.5.3 terminate the Agreement with immediate effect, re-sell or otherwise dispose of the Goods as the Company may determine and recover from the Client any loss and additional costs incurred as a result of such refusal or failure.
- 3.6 The Client shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination. If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods by the Client, the Client shall obtain it at its own expense and if required by the Company produce evidence on demand that it has done so. Failure to obtain it shall not entitle the Client to withhold or delay payment of the price. Any additional expenses or charges incurred by the Company resulting from such failure shall be for the Client's account.
- 3.7 In any case where goods are sold CIF or FOB or on the basis of other international trade term, the meaning of such term contained in Incoterms as in force at the date when the Agreement is made shall apply except to the extent otherwise agreed in the Conditions. Incoterms means the international rules for the interpretation of trade terms published by the International Chamber of Commerce.

4 INSTALLATION SERVICES

- 4.1 Where the Company has agreed to provide Services to the Client, the Company will notify the Client of the proposed dates for the provision of the Services following receipt of the signed Quotation from the Client.
- 4.2 Any dates quoted for the provision of Services are approximate only and the Company shall not be liable for any delay in providing the Services howsoever caused. Time for providing the Services shall not be of the essence unless previously agreed by the Company in writing in advance of the quoted installation date.
- 4.3 The Services shall be carried out on such dates and at such times as the Company may notify to the Client.
- 4.4 Subject to clause 9.2 below and in the absence of any agreement to the contrary between the Client and the Company, the Company shall not be obliged to attend, inspect, maintain or repair any Goods once they have been installed at the Client Premises.
- 4.5 The Client (or a representative of the Client) shall be required to sign a completion certificate confirming that the Services have been provided to the Client's satisfaction.

5 RISK AND TITLE

- 5.1 Risk of damage to or loss of the Goods shall pass to the Client at the time of delivery.
 - 5.2 Notwithstanding delivery, the Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Client shall have paid to the Company:
 - 5.2.1 the price of the Goods in full, and
 - 5.2.2 the full price of the Services and any other goods the subject of any other contract with the Company for which payment is then due.
 - 5.3 Until title in the Goods has passed to the Client, the Client shall, once it has possession of the Goods:
 - 5.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - 5.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Client or any third party and readily identifiable as the Company's property;
 - 5.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 5.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company and on request produce the policy of insurance to the Company; and
 - 5.3.5 be entitled to resell the Goods in the ordinary course of its business on its own behalf as principal (and not as agent for the Company).
 - 5.4 Until title in the Goods has passed the Client shall account to the Company for any proceeds of sale of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any other moneys or property of the Client and third parties.
 - 5.5 Until title in the Goods has passed to the Client, the Company shall be entitled at any time to require the Client to deliver up the Goods to the Company and, if the Client fails to do so immediately, the Company reserves the immediate right of re-possession of any such Goods. For this purpose the Client grants an irrevocable right to the Company and its agents to enter any of its premises where the Goods are stored to inspect and repossess the Goods.
 - 5.6 The Client shall not be entitled to pledge or in any way charge by way of security for indebtedness any of the Goods which remain the property of the Company, but if the Client does so, all moneys owing by the Client to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- ### 6 CLIENT OBLIGATIONS
- 6.1 The Client shall prepare and construct suitable foundations, access and supporting structures prior to the commencement of the Services and shall ensure that the Client Premises are unobstructed, suitably prepared and safe (both underground and above ground) to enable the Company to provide the Services.
 - 6.2 The Client shall make available on the Client Premises a mains electricity outlet (240v) and a mains water supply which is accessible by the Company at all times.
 - 6.3 The Client shall comply with the Instructions (if any).
 - 6.4 The Client shall provide the Company with all necessary information to enable the Company to perform the Services including without limitation information regarding ground conditions, previous foundations, underground services and utilities and the name and telephone number of a contact person who will be available at all times during the provision of the Services.

- 6.5 The Client agrees to indemnify the Company and hold the Company harmless from all expenses and liabilities the Company may incur (directly or indirectly) following any breach by the Client of its obligations under the Conditions in this section 6.
- 7 PRICE AND PAYMENT**
- 7.1 The price for the provision of the Goods shall be the Fee set out in the Quotation.
- 7.2 Where daily rates are specified in the Quotation for the provision of the Services the charges are based on an 8½ hour working day. Any time spent providing the Services in excess of 8½ hours in one day will be charged in accordance with the Company's labour schedule from time to time a current copy of which is available on request.
- 7.3 The Company reserves the right, by giving notice to the Client at any time before the delivery of the Goods, to increase the Fee to reflect any increase in the cost to the Company of providing the Goods which is due to any factor beyond the control of the Company, (including, without limitation, any foreign exchange fluctuation, increase or imposition of taxes or duties or increase in the costs of labour, materials or other costs of manufacture) or due to any change in delivery dates, quantities or specifications for the Goods which is requested by the Client, or any delay caused by failure of the Client to comply with the provisions set out in Condition 6.
- 7.4 Save as may be set out in the Quotation, the Fee does not include any additional work (including without limitation any preparation or foundations work or making good) or the supply of any materials, equipment (other than the Goods) or tools. The provision of the Services is contingent on there being suitable ground conditions and the Company having unhindered access to all areas where work has to be carried out in order to provide the Services
- 7.5 Variations to the Goods requested or additional work in respect of the Services required by the Client (including a request to provide the Services outside of the hours of work set out in the Quotation, or work necessary to make the ground suitable for the provision of the Services (including without limitation where ground fixings require strengthening by the addition of concrete)) shall be charged in accordance with the Company's labour schedule from time to time (a copy of which is available on request) and materials shall be charged at rates and costs current at the time of such work (unless separately agreed in writing).
- 7.6 Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in writing between the Client and the Company, all prices are given by the Company on the basis that delivery is at the Client Premises. Where the Company agrees to deliver the Goods otherwise than at the Client Premises, the Client shall be liable to pay the Company's charges for transport, packaging and insurance.
- 7.7 The Client shall meet the cost of any special packaging requested by the Client or any packaging rendered necessary by delivery by any means other than to the Client Premises.
- 7.8 All prices for the Goods are exclusive of any applicable value added or any other sales tax, or duty or import or export duty, or brokers fees or clearance fees which may be chargeable (whether or not required to be paid to enable the Goods to be shipped from one country to another) and for which the Client shall be additionally liable.
- 7.9 Unless stated otherwise in the Quotation, the Company shall issue an invoice to the Client for the Fee upon delivery of the Goods (or where Services are being provided, upon signature of the completion certificate referred to in Condition 4.3).
- 7.10 The Client shall pay the Fee (without any deduction) within 14 days of the date of the Company's invoice. Receipts for payment will be issued only upon request.
- 7.11 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 7.11.1 terminate this Agreement or suspend the provision of Goods to the Client; and
- 7.11.2 charge the Client interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent (4%) per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) or
- 7.11.3 refer the outstanding debt to solicitors/recovery agents and charge the Client interest plus all costs.
- 8 INSOLVENCY OF CLIENT**
- 8.1 If the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Client; or the Client ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly; then, without prejudice to any other right or remedy available to the Company, (i) the Company shall be entitled by written notice to the Client to cancel the Agreement without any liability to the Client, to stop any Goods in transit and to suspend any further deliveries and (ii) the price for any Goods delivered but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 9 WARRANTIES AND LIABILITY**
- 9.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Client the benefit of any warranty or guarantee given to the Company.
- 9.2 The Company warrants that (subject to the other provisions of the Conditions) upon delivery, and for a period of 12 months from the date of delivery:
- 9.2.1 the Goods shall be free from material defects and comply in all material respects with the description and any specification applicable to the Goods; and
- 9.2.2 the Goods shall be reasonably fit for any particular purpose for which the Goods are being bought if the Client had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Client to rely on the skill and judgement of the Company;
- and
- 9.2.3 the Services will be provided using reasonable skill and care.
- 9.3 The Company shall not be liable for a breach of any of the warranties in Condition 9.2 if the breach arises:
- 9.3.1 from fair wear and tear, wilful damage or negligence on the part of the Client,
- 9.3.2 because the Client failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- 9.3.3 from a defect caused by or arising from any drawing, design, specification or information supplied (or which has not been supplied) by the Client, or
- 9.3.4 otherwise as a result of the fault of the Client, or
- 9.3.5 the Client alters or repairs the Goods without the written consent of the Company
- 9.4 The Company shall not be liable:
- 9.4.1 for shortages in the quantity of Goods delivered or for damage to Goods which were in damaged condition at the time of delivery (including to Goods damaged in transit, where the Company is responsible for carriage), unless the Client notifies the Company of any claim for short delivery or damage within 24 hours of delivery;
- 9.4.2 for a breach of any of the warranties in Condition 9.2, unless the Client gives written notice of the breach to the Company within 28 days of the time when the Client discovers or ought reasonably to have discovered the breach; and
- 9.4.3 for a breach of any of the warranties in Condition 9.2, unless the Company is given a reasonable opportunity of examining the Goods after receiving notice of breach and the Client (if asked by the Company) returns the Goods to the Company's place of business at the Company's cost for the examination to take place there.
- 9.5 Subject to Conditions 9.3 and 9.4, if any of the Goods do not conform with any of the warranties in Condition 9.2, the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods provided that, if the Company so requests, the Client shall, at the Company's expense, return the Goods or the part of such Goods which is/are defective to the Company.
- 9.6 If the Company complies with Condition 9.5, it shall have no further liability for a breach of any of the warranties in Condition 9.2.
- 9.7 Any repaired or replacement Goods shall be warranted in the terms of this Condition 9 for the unexpired portion of the 12 month period.
- 10 DISCLAIMER AND LIMITATION OF LIABILITY**
- 10.1 Nothing in the Agreement shall limit the liability of the Company to the Client for death or personal injury resulting from its negligence (as defined in the Unfair Contract Terms Act 1977), for fraudulent misrepresentation, for breach of the Company's obligations arising from Section 12 of the Sale of Goods Act 1979 or for any liability which cannot be excluded by law.
- 10.2 Subject to Condition 10 and the limitations in Condition 9, the following provisions set out the limitations on the liability of the Company (including any liability for the acts and omissions of its respective employees, agents and sub-contractors) to the Client with respect to:
- 10.2.1 any breach of its contractual obligations arising under the Agreement;
- 10.2.2 any use made or resale by the Client of any of the Goods; and
- 10.2.3 any representation, statement, act or omission given, made or carried out under or in connection with the Agreement (whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever).
- 10.3 Except as expressly set forth in the Agreement, all conditions, warranties and representations expressed or implied by statute, common law or otherwise with respect to the Goods are excluded to the fullest extent permitted by law and in no event shall the Company be liable for any negligence or tortious loss or for loss of revenue, loss of actual or anticipated profits (including for loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of operating time or loss of use, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this Condition) whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Company is advised of the possibility of loss, liability, damage or expense.
- 10.4 Except as stated in Condition 10, the aggregate liability of the Company to the Client with respect to all claims under or in connection with the Agreement shall be limited to the price of the Goods which gave rise to liability.
- 10.5 Unless waived in writing by the Company, no claim, regardless of form, arising out of or pertaining to the Agreement may be brought by the Client unless the Client has provided to the Company written notice of the claim within ninety days of the date on which the Client first became aware or could reasonably have been expected to become aware of the cause of action.
- 10.6 The Parties hereby expressly acknowledge and agree that having taken independent legal advice, the limitations upon the liability of the Company in this Condition 10 are in all respects fair and reasonable, reflect a duly considered allocation of risk between the Parties and are reflected in the price paid for the Goods under the Agreement.
- 11 FORCE MAJEURE**
- The Company will not be liable to the Client in any manner whatsoever for any failure or delay or for the consequences of any failure or delay in performance of the Goods if it is due to any event beyond the Company's reasonable control including, without limitation, strikes, lockouts, or other industrial disputes (whether involving our workforce or any other party), acts of God, war, protests, power failure, fire, flood, storm, tempest, explosion, an act of terrorism, riot, civil commotion, national emergencies, breakdown of plant or machinery or default of suppliers or sub-contractors and the Company will be entitled to a reasonable extension of time for such obligations. If the event causing the delay continues for a period in excess of three months then either party will be entitled to terminate this Agreement by written notice to the other and the Company's only liability to the Client will be to refund to the Client all sums paid under this Agreement in respect of Goods which have not been delivered.
- 12 GENERAL**
- 12.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2 No failure or delay by the Company or the Client to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 12.3 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.
- 12.4 The Company may assign, licence or sub-contract all or any part of its rights or obligations under this Agreement.
- 12.5 This Agreement is personal to the Client and the Client may not assign, licence or sub-contract all or any of its rights or obligations under this Agreement without the Company's prior written consent.
- 12.6 It is not intended that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 12.7 This Agreement shall be governed by and shall be read and construed in all respects in accordance with English law and each of the parties hereto submits to the non-exclusive jurisdiction of the English Courts as regards any claim, dispute or matter arising out of or relating to this Agreement.

FOR TERMS & CONDITIONS OUTSIDE OF THE UNITED KINGDOM PLEASE CONTACT YOUR LOCAL AGENT/DISTRIBUTOR FOR ANY VARIANCE TO THE ABOVE.