

Terms and Conditions of Sale

1. Scope

These Conditions apply to all sales of products {'the Goods'} and the provision of any installation advice therefore {'the Services'} to any purchaser {'the Buyer*'} by Verdant Solutions Limited {'the Seller'}. Any quotation of prices or offer made by the Seller is based upon these conditions of sale and any other provisions specifically contained or referred to herein. The Purchaser's acceptance of the purchase price, whether by issue of an order, purchase notice or otherwise, or acceptance of delivery of the products and of the services furnished hereunder, shall be considered an acceptance by the Purchaser of all conditions of sale and other provisions contained or referred to herein notwithstanding any statement in the Purchaser's acceptance or order to the contrary. The company will not be bound by or subject to any proposal made by the Purchaser to modify amend limit or add to or delete any of the conditions of sale or other provisions contained or referred to herein unless such proposal "has been expressly accepted in writing by the Seller.

2. Quotations

A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance of the Buyer's order.

3. Prices

The prices payable for the Goods and Services shall be the Seller's list prices or charges therefore current at the time of dispatch. No quotation of price shall be binding upon the Seller unless it is made in writing in a letter, quotation form or other document issued by the Seller from its Head Office at High Street, Hartfield, East Sussex. The Seller shall have the right at any time to revise prices to take into account increases in costs including (without limitation) costs of any goods or materials carriage labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rates. Prices and quotations are exclusive of VAT unless otherwise stated.

4. Terms of Payment

Payment of invoices shall be made in full without any deduction or set off so as to be received by the Seller within 30 days of the date of invoice. Interest shall be payable on overdue accounts at the rate of 8% plus minimum base rate per year to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgment.

5. Delivery and Risk

- (a) Delivery dates or dates for the provision of the Services mentioned in any quotation order acceptance form or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver or provide the Services on any particular date or dates.
- (b) If the Buyer refuses or fails to take delivery of the Goods in accordance with the contracts the Seller shall be entitled:
 - (i) In the event that the Goods have been specifically manufactured for the Buyer in accordance with the Buyer's specification, a sum equal to the whole purchase price less any saving in transport or other costs arising from the refusal or failure to take delivery.
 - (ii) In any other case, a sum payable by way of liquidated damages and not by penalty equal to 20% of the full purchase price.
 - (iii) The Seller may at the request of the Buyer accept the return of goods delivered on such terms and conditions as the Seller shall determine.
- (c) Where the Goods are delivered at the Seller's premises risk therein shall pass to the Buyer upon transfer of the Goods to the Buyer or the Buyer's carrier or 30 .days from the Seller notifying the Buyer that the Goods are available for collection whichever first occurs.
- (d) Where the Goods, are to be delivered by the Seller's own transport or by a carrier on behalf of the Seller risk therein shall pass to the Buyer upon delivery. The Seller shall advise the Buyer of the scheduled date of despatch.

6. Title

- (a) Title to the Goods shall only pass to the Buyer on payment in full of the price therefore. Until such payment the Buyer shall have possession of the Goods as bailee for the Seller and shall store the Goods in such a way as to enable them to be identified as the property of the Seller, provided that if the Buyer is purchasing the Goods for resale the Buyer may as trustee for the Seller sell and deliver the Goods to a third party in the ordinary course of the Buyer's business on condition that until such payment as aforesaid the Buyer shall hold all proceeds of such sales in trust for the Seller and in a separate account. On receipt of written notice so to do the Buyer shall assign to the Seller all rights and claims which the Buyer may have against its customers arising from such sales.
- (b) The Seller reserves the right to repossess any Goods in respect of which payment is overdue and thereafter to resell the same and for this purpose the Buyer hereby grants an irrevocable right and license to the Seller's servants and agents to enter upon all

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or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of any contract for any reason and is without prejudice to any accrued rights of the Seller there under or otherwise.

7. Variations

The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to 5% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.

8. Third Party Rights

The Buyer shall indemnify the Seller against any and all liabilities claims and costs incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any right of any third party.

9. Specifications and Information

Unless expressly agreed in writing by the Seller all drawings, designs, specifications and particulars of weights dimensions and performances submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation there from. The Seller accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by the Seller and the Seller shall be indemnified by the Buyer against any and all liabilities and expenses incurred by the Seller arising there from.

10. Testing

All materials sold under this contract have been tested at the place of manufacture to comply with the appropriate ISO or other standards for such materials in force in the Country of manufacture and within the European Community. The results of such tests must be accepted by the Buyer as satisfying the requirements of the specification but if any further tests should be required by the Buyer these will be carried out at the Buyer's expense in the United Kingdom in the manner and at a location to be agreed between the Seller and the Buyer.

11. Liability

(a) The Seller shall not be liable to the Buyer:

(i) For shortages in quantity delivered or for damage to or loss of the Goods or any part thereof in transit (where the Goods are carried by the Seller's own transport or by carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 14 days of receipt of the Goods or the scheduled date of delivery whichever shall be earlier.

(ii) For defects in the Goods or the Services caused by fair wear and tear abnormal conditions of storage of use or any act, neglect or default of the Buyer or of any third party.

(iii) For other defects in the Goods or the Services unless notified to the Seller within 30 days of receipt of the Goods by the Buyer or provision of the Services to the Buyer (as appropriate) or where the defect would not be apparent on reasonable inspection within 12 months of delivery.

(b) (i) Where liability is accepted by the Seller under paragraph (a) the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any Goods found to be damaged or defective or remedy the defective Services and/or to refund the cost of such Goods or Services to the Buyer.

(ii) With the exception of death or personal injury caused by the negligence of the Seller for which the Seller shall accept liability without limit the Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the Goods and the Services which give rise to such liability as determined by net price invoiced to the Buyer in respect of any occurrence or series of occurrences.

(c) Subject to the foregoing all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the Goods and the Services are hereby excluded and the Seller shall be under no liability to the Buyer for any loss damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller its employees or agents.

(d) The Seller's prices are determined on the basis of the limits of liability set out in this Condition. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefore. The Seller shall seek to effect such insurance and the Buyer shall pay upon demand the amount of any and all premiums. In no case shall the Buyer be entitled to recover from the Seller more than the amount received from the insurers.

12. Licences and Consents

If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Goods or the provision of the services by the Buyer the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand.

13. Force Majeure

(a) The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods or the provision of the Services by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control including but not limited to Act of God war riot strike lock-out trade dispute or labour disturbance accident breakdown of plant or machinery fire flood storm difficulty or increased expense in obtaining workmen materials or transport or other circumstances affecting the supply of the Goods or of raw materials therefore by the Seller's nominal source of supply or the manufacture of the Goods by the Seller's normal route or means of delivery.

(b) If a limited quantity of the Goods or limited resources for the provision of the Services is available to the Seller by reason of such circumstances or event the Seller may apportion the available quantity or resources between its customers at its entire discretion.

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14. Insolvency and Default

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver appointed of any of the Buyers assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding up order or if the Buyer takes or suffers any similar or analogous action in consequence of death or commits any breach of this or any other contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any of the goods in transit and/or suspend further deliveries or the performance of the Service and/or determine the rights of the Buyer and the Conditions and/or by notice in writing to the Buyer determine the Contract without prejudice to any existing claim.

15. Design Services

The Seller does not provide any contractual design services, If any such services are requested they will be given voluntarily and the Seller will not accept any responsibility for loss or damage by any person arising out of any defect in such services. The Buyer is required to inform any third party of the terms of this limitation.

16. Waiver

Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such rights nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

17. Notices

Any notice hereunder shall be in permanent readable form and shall be deemed to have been duly given if sent by prepaid first class post telex or telegraph to the party concerned at its last known address.

18. Governing Law

The contract shall in all respects be governed by construed and interpreted in accordance with the Laws of England. The parties hereby subject themselves to the jurisdiction of the English Courts.

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