



TERMS OF TRADING AND CONDITIONS OF SALE

1 Definitions

1.1 In these Conditions of Sale:

“the Company” means the nominated Company being Boss Cabins Limited; “the Customer” means the person, firm or company named as the Customer in the Sales Order Acknowledgment or the Company’s Invoice;

“Order Acknowledgement” means the Company’s order acknowledgement or, where no order acknowledgement has been despatched, the Company’s invoice. In relation to both such documents the Conditions are expressly incorporated; “Delivery” means Delivery as defined in Clause 5;

“the Goods” means the product and/or the Service which are specified or referred to in the Order Acknowledgement or Company’s invoice;

“the Contract” means the Contract between the Company and the Customer arising in accordance with the terms of Clause 2;

“the Parts” means service, spare or replacement parts and components for the Products;

“the Products” means complete products manufactured or assembled by the Company and capable of independent operation other than the parts. Where any dispute arises as to whether particular Goods are Parts or Products the decision of the Company shall be final and binding upon the parties;

“End user” means the eventual user of the Parts or Products sold under a contract;

“Warranty Registration Certificate” means the certificate supplied with the products and to be returned to the Company by the End User to register his interest in the Goods for the purpose of warranty;

“Warranty” means Warranty referred to in Clause 12.

2 Priority of Terms and Conditions

2.1 These Terms and Conditions apply to all contracts for the supply and/or installation of goods by The Company shall override any other terms and conditions stipulated by the Customer (even if submitted in a later document). No contract for the supply of goods by the Company will exist unless and until the Company has confirmed a Customer’s order in writing (the Order Acknowledgement), or has despatched goods to the Customer in response to any order from the Customer. The placing of any order for goods to the Customer shall constitute its acceptance of these terms and conditions in relation to any such Contract.

2.2 These terms and conditions contain the entire agreement between the Company and the Customer. No variation of these terms and conditions will be effective unless agreed In writing by an authorised representative of the Company. No employee or agent of the company is authorised to make any representations or give any advice or recommendations concerning any goods unless such representation, advice or recommendation is expressly adopted or continued by the Company in writing for the purposes of a particular supply of Goods, In entering into any contract, the Customer acknowledges that it does not rely on any such representation. advice or recommendation (whether negligent or innocent) except those expressly adopted or confirmed by the Company. This paragraph (2.2) will not apply to any representation made fraudulently.



2.3 The Company's price lists and advertising literature will not form any part of any contract between the Company and the Customer.

3 Price, Payments and Orders

3.1 The price to be paid will be the price stated in the Company's quotation, or where an Acknowledgement of Order is issued, in the Order Acknowledgement. Carriage, freight and incidental charges will be charged as extras.

3.2 Unless otherwise expressly stated in writing by the Company, all prices are ex-works net prices exclusive of Value Added Tax or any similar duties.

3.3 All Order Acknowledgements must be signed and returned prior to any order being accepted and any build slot being secured.

3.4 The Company shall be entitled to invoice the Customer at any time dependent on the payment conditions relating to the supply. Payment of all invoices from the Company shall be made at the time and in the manner stated in the quotation/ order acknowledgment or, on the face of the invoice. If not so stated, the Customer shall pay the price in sterling or specified currency in cash or cleared funds on completion of build and prior to the despatch of the goods. The time for payment of the price shall be the essence of any contract between the Company and the Customer.

3.5 Notwithstanding Clause 3.4, all Sales Orders are subject to a 10% deposit at the point of placing the order. Until this deposit is paid, the order will not be accepted and no contract will be recognised.

3.6 If any invoice remains unpaid wholly or in any part after the due date, the Company shall be entitled (without reducing or redacting any other right or remedy it may have): (i) to Charge the Customer interest (both before and after any judgement) on the amount remaining unpaid at the rate of two percent per month, until payment in full is made; (ii) to suspend or cancel its delivery or installation of any goods which are or may become outstanding (under that or any other order); (iii) to be indemnified by the Customer on demand for the Company's costs incurred in connection with the collection of Overdue amounts, including without limitation the cost of suspension or cancellation of any delivery; (iv) to apply any sums received from the Customer as the Company may think fit (regardless of any perpetrated appropriation by the Customer) to settle the Customer's accumulated liabilities to the company (whether in relation to that or any other invoice or contract) and refuse any discount formerly allowed; (v) to demand payment of all outstanding invoices of the Customer regardless of the payment terms on that invoice; (v) reclaim the goods; (vi) take legal action to recover the debt.

4 Goods

4.1 Goods supplied by the Company can only be offered for resale and be resold under their brand names (and if appropriate trade marks), accompanied by any written specifications and in the packaging supplied by the company. The Customer shall impose the like condition in relation to any subsequent re-sale of the goods.

4.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (Including any applicable specifications, plans and drawings) submitted by the Customer and for giving the company any necessary information relating to the goods or any installation within sufficient time to enable the Company to perform the contract in accordance with its terms.

4.3 No addition to an order may be made by the Customer after acceptance by the Company of the order to which the addition relates. Any purported addition shall be treated as a separate order at the time it is made and priced accordingly.



4.4 The Company shall be entitled to vary the designs and specifications of any goods to be supplied or installed by it without any prior notice provided that the variations do not materially affect the quality or performance of the goods.

4.5 The Customer acknowledges that the Company owns any copyright and/or unregistered design right in all design provided by the Company including without limitation drawings, specifications and articles made to those design.

4.5 The Company gives no indemnity in respect of any actual or alleged infringement of the patent, registered designs, design copyright or any other industrial property right relating to the Goods.

5 Delivery

5.1 "Delivery" means the release of Goods by the Company to either (i) the carrier employed either by the Customer or the Company or (ii) to the address the Customer stated in the Order Acknowledgement or (iii) to any other such location the Customer has notified to the Company.

5.2 Any despatch and/or installation charges quoted by or specified to the Company are estimates only, and do not form a Contractual term between the Customer and the Company. Unless otherwise stated on the Order Acknowledgement, carriage and delivery cost will be borne by the Customer. If delivery is to be organised by the Company, the method of delivery of the goods shall be decided upon by the Company. Time for delivery shall not be of the essence of any contract between a Customer and the Company unless previously agreed by the Company in writing. The Company shall not be liable for any delay in delivery of any goods, or for any loss or damage (including consequential loss or damage) arising from any such delay, however caused.

5.3 The Company shall be under no obligation to deliver the goods unless the Customer makes all the necessary arrangements for such delivery including, without limitation, ensuring adequate access to the Customer's or other premises for delivery vehicles and employees of the Company. If the Company cannot deliver the goods due to failure by the Customer to comply with this condition or for any other reason whatsoever (other than by reason of the Company's fault) the Customer is unable to accept delivery, the Company shall be entitled to place the goods in store. If goods are placed in store, the Customer shall be liable to pay to the Company (in addition to the invoice price for the goods and any interest on such price if it remains unpaid) storage charges (including insurance) at such rates as the Company shall from time to time reasonably determine and the Company's reasonable cost in redelivering the goods. If the Customer is unable to accept delivery then without restricting or reducing in any other way any other right or remedy available to the Company, the Company may sell the goods as stated in Clause 3.4 at the best price reasonably obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price paid by the Customer under the contract or charge the Customer for any shortfall below the price paid by it under the contract.

5.4 For periods in excess of seven days after the date of notification that goods are ready for collection, storage will be charged to the Customer at the minimum rate specified here or at whatever higher rate shall apply at such times in the event of cost increases. The Company shall be entitled to retain possession of any such goods stored until payment of the storage charge has been made in full. The storage rate as of 1st January 2010 is £5.00 per day per square metre,

5.5 The Customer shall carefully examine the goods on delivery and/or installation and sign for receipt. If any damage in transit has occurred prior to receipt by the Customer or there is any shortage or failure of delivery or apparent defect in Goods supplied or their installation by the Company, the Customer must give the Company full details in writing within 7 days of receipt by the Customer (or, in the case of non-delivery, within seven days of the estimated delivery date). Time shall be of the essence for any such notification by the Customer. If the Company does not receive any such notification as required by this paragraph, the Customer will be deemed to have irrevocably waived and abandoned any complaint and the Company will be released from all liability (whether arising in negligence or otherwise) arising from non-delivery, short delivery or such defects or in reaction to any such damage.



5.6 Unless the Company has agreed in the Order Acknowledgement to arrange for carriage of the goods, the Customer shall arrange for collection of the goods from the Company's work at such location as shall be specified in a notice to be sent by the Company to the Customer that the goods are ready for collection. Such collection shall take place within seven days after despatch by the Company of the said notice. The Customer shall procure that the carrier makes prior arrangement with the seller for the collection of the goods and the company shall not be obliged to deliver the goods to any carrier at any time other than between 08.00 and 17.00 on any weekday excluding UK Bank holidays. Where the Customer fails to make arrangements for the collection of the goods in accordance with this clause within that period of seven days, the Company has the right to treat such failure as a breach of contract by the Customer, and, without prejudice to its rights and remedies therefore, the Company may sell the Goods to another Customer without further notice to the Customer.

5.7 Subject to the Order Acknowledgement the Company may make delivery by instalments. Goods included in each delivery or part delivery shall be deemed to be sold under a separate contract. Neither failure on the Company's part to make any delivery in accordance with the Order Acknowledgement or any claim by the Customer in respect of such delivery or part delivery shall entitle the Customer to reject the balance of the goods agreed to be purchased by the Customer.

6 Risk and Property

6.1 Risk of damage to or loss of any goods shall pass to the Customer at the time of (i) delivery by the Company to the Customer or, (ii) if earlier, to a third-party carrier or when placed in store (as provided above in terms and conditions) or, (iii) If the Customer wrongfully fails to take delivery of any goods, at the times when (iv) the Company has tendered delivery of such goods.

6.2 The Contract shall constitute an agreement to sell the goods and not a sale of them and no title to the goods shall pass to the Customer by reason of Delivery or acceptance of the same.

6.3 The Company shall remain the sole and absolute owner of the Goods until such time as (i) the agreed price for the Goods has been paid to the Company by the Customer and (ii) all debts owed to the Company by the Customer, including any balances existing are paid in full. Until such time the Customer shall be bailee of the goods for the Company and shall be subject to Clause 6.5, store them upon his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company provided always that in accordance with Clause 5 the Goods shall be at the risk of the Customer as soon as they are delivered by the Seller.

6.4 Until the Customer ceases to be the bailee of the goods, the Company shall be entitled to enter onto any property where such goods are stored so as to retrieve the same, the costs of recovering being added to the debt owed by the Customer to the Company at whichever is the earliest of the following dates:

6.4.1 On the expiration of the agreed period of credit.

6.4.2 If the Customer, not being a company, commits an act of bankruptcy, makes a proposal to his creditors for a composition under 263 of the Insolvency Act 1986 or does anything which would entitle a petition for a bankruptcy order to be made or, in the case of a foreign person does or suffers some act which renders him liable to similar proceedings.

6.4.3 If the Customer being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which entitle any person to present a petition for winding up or apply for an administration order or, in the case of a foreign company does or suffer same act which renders him liable to similar proceedings.

6.4.4 If the Customer, being a company, or any director thereof shall apply to the court under Section 9 of the Insolvency Act 1986 for the appointment of any administrator without fourteen days notice to the Company. The appointment of an administrator without the aforementioned notice shall be deemed to be a fundamental breach of contract



6.4.5 If the Customer gives notice to the Company pursuant to Clause 6.4.4

6.5 Until the Customer ceases to be bailee of the Goods the Customer shall not be at liberty to incorporate the goods into another product or chattel in such a way as to prevent the goods being despatched intact or in such a way that the Goods cease to be identifiable as the Goods supplied by the Company under the specific contract.

6.6 Notwithstanding the fact that the Customer shall be the bailee of the Goods under the provisions of this Clause, the Customer may re-sell the Goods provided that on the sale to a sub-purchaser of any of the Goods prior to the Customer ceasing to be the bailee of the Goods, such part of the proceeds of the re-sale as shall equal the amount of the price payable by the Customer to the Company in respect of those Goods re-sold shall be held in trust for the Company, shall not be mingled with other monies and shall not be paid into any overseas bank account but shall be paid into a fiduciary account for the Company with the Customer's bankers who shall be advised that the Customer holds the entire amount standing in the said account as trustee for the Company and not until payment to the Company of the contract price shall the Customer be entitled to transfer any such monies to any other account. The Company shall be entitled to any interest earned on the fiduciary account.

6.7 The Company shall not be responsible for any loss or damage to the Customer's property including without limitation loss of or damage to new units for the Customer but stored at the Customer's expense pending delivery as provided for under condition 4.3. however arising save for direct loss or damage caused by gross negligence of the Company, its servants or agents.

6.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of the Company but, if the Customer does so, all monies owing by the Customer to the Company shall (without reducing or restricting in any way any other right or remedy of the Company) immediately become due and payable.

7 Insolvency

7.1 The Customer acknowledges that before entering into the contract he has expressly represented and warranted that he is not insolvent and has not committed in any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver to petition for winding up of the company or apply for the appointment of an Administrator or exercise any other rights over or against the company's assets.

7.2 If an administrator or receiver (or its equivalent under foreign law) be appointed to the Customer and at the time thereof the Customer shall not have received the proceeds of the sale of the goods to a sub-purchaser, the Customer or the administrator or the Receiver, as agent for the Customer shall assign to the Company within seven days all rights against the person or persons to whom the Goods have been re-sold insofar as those rights relate to the still unpaid price due from the Customer to the Company in respect of those Goods.

7.3 If a Receiver or Manager or any other person acting for the Customer fails to return the goods and the return of which has been demanded in accordance with these conditions, he shall pay the Company as agreed any liquidating damages for detinue and or conversion, treble the agreed price of the Goods, and if any such person shall fail to assign to the Company any rights against a third person as required by clause 3.4 hereof, he shall be liable to pay to the Company the still unpaid price due from the Customer to the Company in respect of those Goods plus interest thereon at the HSBC UK bank base rate plus five per cent per annum until the Company shall receive the whole of the monies due.

7.4 If a Receiver or Manager or any other person acting on behalf of the Customer shall in anyway seek to impugn the seller's title to the Goods, or shall seek claim that this conditional sale amounts to a charge on the Customer's assets, he shall pay to the Company as agreed, and liquidation damages for slander of title, treble the agreed price of the goods.



8 Returns and Replacements

8.1 In the event of any shortage or failure of delivery of, or any defect in, goods supplied by the Company or their installation, the Company may, providing the Customer has notified It In writing in accordance with these terms and conditions. at the Company's option, repair, reinstall or replace or give the Customer credit against the invoice price of the undelivered or defective goods (in the latter case against the return of the same with their original packing and ancillary documents to the Company). In any such event. the Customer shall not be entitled to withhold the whole or any part of any payment due to the Company.

8.2 In the absence of the return of the relevant goods, the company shall have no liability whatsoever in respect of any defects in the goods. If the Company chooses to repair, reinstall, replace or give credit in respect of undelivered or defective goods or installation, that shall be in full and final satisfaction of all and any claims against it in respect of the same. Goods should not be returned to the Company prior to its authorising the same in writing (which authority is not to constitute any admission on the Company's part).

8.3 Notwithstanding the provisions of this Clause 8, the Customer may within 7 days of delivery return the goods for any reason provided it has the prior written approval of the Company before making any returns and the goods are in the same condition as delivered. All returns made under this paragraph (8:3) shall be subject to a minimum restocking charge of 10% of the invoice price of the goods returned.

8.4 All returns shall be at the sole risk and expense of the Customer

9 Cancellation and Termination

9.1 If (a) the Customer makes any default in or commits any breach of its obligations to the Company; or (b) distress or execution is levied against the Customer or its assets or (c) the Customer makes or offers any arrangement or composition with its creditors or commits any act of bankruptcy; or (d) if any petition in bankruptcy or to wind up the Customer shall be presented or any receiver of its property appointed: or (e) the Customer ceases, or threatens to cease. to carry on business, the Company shall immediately be entitled (i) to elect to treat all or any outstanding contracts and deliveries as terminated (in whole or in part) and to be discharged (in whole or in part) from all further performance of, or to withhold or vary performance of all or any, outstanding liabilities or obligations to the Customer and, if any goods have been delivered but not paid for. the price of such goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. The Company shall also be entitled to retain all monies paid by the Customer (on account or otherwise) and to stop goods in transit, exercise liens over the same and/or re-sell the same on its own account (without restricting or reducing in any way any other rights it may have against the Customer).

9.2 Without restricting or reducing the scope of paragraphs 9.1 and 6.4 in any way, on termination of any contract for supply of goods for any reason, the Company shall be discharged from any further liability to perform under any such contract, the Customer shall pay the Company on demand for all goods supplied by the Company to the Customer prior to termination and the Company shall be granted an irrevocable licence to enter the Customer's premises to recover any goods or other material which are the Company's property.

9.3 In the event of "Force Majeure" including hostilities, civil disturbances, plant breakdowns, delayed delivery from sub-contractors, governmental regulations or any other cause (whether or not of a like nature) beyond the Company's control, the Company shall be entitled to elect, without compensation to the Customer, to postpone delivery of the whole of or any part of any consignment of goods until a point in time when the Company deems it reasonable to continue the supply.



10 Permits and Licences - Export Sales only

10.1 The Customer undertakes to obtain the necessary licence or permit for the import of the Goods to the overseas country. In the event that the Customer shall fail to comply with these conditions within 3 calendar months after the date of the Order Acknowledgement, the Seller may terminate the contract and Clause 5.3 will apply.

10.2 The Company undertakes to obtain any necessary export licence or permit, but if the same cannot be obtained within 3 months after the date of the Order Acknowledgement or if the same is cancelled before delivery takes place, the Company shall be entitled at its sole discretion to suspend performance of or to terminate the contract. The Company will not be liable for any loss or damage resulting therefrom to the Customer in any circumstances whatsoever.

10.3 Where either party require certain information to be supplied by the other to enable that party to obtain any licences under this Clause, that party shall request in writing that the requisite information be supplied by the other party and the party requiring the Information shall request it in due time to enable the licence to be obtained. The party providing information is responsible for ensuring its accuracy and if relied upon by the other party, the other party will not be responsible for their statement,

10.4 Export sales shall be subject to INCOTERMS 2000 save insofar as they are consistent with these Conditions and with agreed terms of sale set out in the Order Acknowledgement.

11 Indemnity-Third Party Claims

11.1 The Customer agrees to indemnify the Company against any loss, damage, cost, claims or expenses incurred by the Company in respect of any legal liability established against the Company by a third party arising out of or in connection with any of the goods or any work or services supplied by the Company and to procure that the Customer's insurers shall in no circumstances whatsoever have any rights or remedies against the Company additional to those of the Customer.

12 Warranty

12.1 Subject as hereunder provided and subject to the Company's Warranty claims procedure from time to time current, the Company warrants that all new and service exchange parts and components or any product/product/service supplied by it are of satisfactory quality and free from defects in material and workmanship carried out by the Company. The Company's liability under this warranty is expressly limited to making good, by (at its option) repair or replacement of any part, parts or component of any product but not the product itself) which shall within the period specified below (or such period as the Company may specify in the Order Acknowledgement in respect of any parts or components) be returned to the Company (or as the Company direct) at the Customer's cost and which the Company is satisfied on its examination of such part, parts or components have been defective in Material or Workmanship supplied by the company. The aforesaid period shall be calculated from the date when the relevant part or component was delivered new to the End User and (in the case of a product) confirmed by satisfactory completion and return to the Company of the Warranty Registration Certificate.

12.2 In respect of any Product (not being a spare or replacement part) designated as part of the Company's product range, the period referred to in clause 12.1 shall be 12 calendar months, unless otherwise specified in warranty hand books. The liability of the company in respect of Products shall be limited to the repair or replacement of the defective Product (at the Company's Option) and the Customer shall pay for all labour, transport, freight, duty or taxes.

12.3 In respect of any spare or replacement part or service exchange part (whether supplied by the Company following a sale or pursuant to a Warranty claim) the period referred to in Clause 12.1 shall be one or other of the following periods:



12.3.1 Six calendar months, where the product into which the part is to be incorporated is not covered by any other Warranty given by the Company; or

12.3.2 The remainder of the period of any warranty given by the Company which is applicable to the Product into which the part is incorporated. PROVIDED THAT the liability of the Company under this clause shall be limited to the repair or replacement of the defective part(s) (at the Company's option) and the Company shall pay for all labour, transport, freight, duty or taxes.

12.4 Provided that:

12.4.1 The Customer or End User shall furnish full details of the hours for which a Part or Product has been used when making a claim under this Warranty. In the event that any dispute shall arise as to the number of hours for which a Part or Product referred to in Clauses 12.3 and 12.4 above has been operated the decision of the Company shall be final.

12.4.2 The company shall not be responsible for any expenses of transportation, labour or other costs which might be involved except to extent provided by the Company's warranty claims procedure as from time to time current.

12.4.3 All replaced parts shall become the property of the Company.

12.4.4 The foregoing warranty does not extend to normal wear parts or to tyres, electrical and fuel injection equipment and other proprietary articles, accessories or parts not manufactured by the Company, but the Company will pass onto the Customer in as far as it is able, the benefit of any claim made by the Company and accepted by the manufacturer of such goods under a warranty given by that manufacturer.