

**TRUELINE EXPANDED PRODUCTS LTD ('Trueline'), PARKER PLACE, FIRS INDUSTRIAL
ESTATE, KIDDERMINISTER, WORCESTERSHIRE, DY11 7QN
TEL: 01562 823 267 FAX: 01562 823 867**

TERMS AND CONDITIONS OF SALE

1. Interpretation

The following definitions will apply in these conditions.

(a) Definitions;

Business Day: a day other than a Saturday, Sunday or Public Holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in **Clause 2(c)**.

Conditions: these Terms and Conditions as amended from time to time.

Contract: the Contract between Trueline Expanded Products Limited and the Customer for the Supply of Goods and Services in accordance with these Conditions.

Customer: The person or firm who purchases Goods and Services from Trueline Expanded Products Limited.

Data Protection Legislation: All legislation and regulatory requirements enforced from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any Data Protection Legislation from time to time enforced in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation (EU 2016/679) and any other directly applicable European Union Regulation relating to Data Protection and Privacy (so long as and to the extent that the Law of the European Union has legal effect in the UK).

Goods: The goods (or any part of them) as set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights (including but not limited to any blueprints and associated documentation concerning the design and build of the project to which this Contract relates ("Blueprints"), moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill in the right to sue for passing off or unfair competition, rights in design, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets, and all other intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals and extensions

of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: The Customer's Order for Goods and Services as set out in the Customer's Purchase Order form as accepted by Trueline.

Services: The services supplied by Trueline to the Customer as set out in the Order.

2. **Basis of contract**

- (a) Trueline will provide the Customer with a quotation for the order following a Customer request. Any quotation given by Trueline shall not constitute an offer to enter into contractual relations, and in any event, is only valid for the period stated therein.
- (b) If the Customer wishes to proceed, the Customer will place an Order with Trueline stating the quotation number. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- (c) The Order shall only be deemed to be accepted when Trueline receives the Order and issues written acceptance of the Order to the Customer at which point and on which date the Contract shall come into existence ('**Commencement Date**').
- (d) The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Trueline which is not set out in the Contract. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- (e) If the Contract becomes impossible to perform or is otherwise frustrated, the Customer shall be liable to pay Trueline all reasonable costs, expenses, overheads and all loss of profit which Trueline or its sub-contractors incur as a result of such frustration or impossibility of performance.
- (f) Trueline reserves the right to sub-contract part or all of the provision of Goods or Services. The Customer hereby agrees and provides its consent to any subcontracting by Trueline.

3. **Goods and Materials**

- (a) The Goods are described in the quotation issued by Trueline Expanded Products Limited. The Customer confirms the accuracy of the Good's description and places an offer by signing the Order and returning to Trueline. Trueline reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

(b) Whilst every effort is made to ensure sound materials, good workmanship and execution of orders, all conditions, guarantees and warranties, including guarantees or warranties as to the quality or description of the goods or their life or wear, or their use under any conditions whether known to the Trueline or not, whether express or implied by statute or common law are hereby excluded save where such exclusion is invalidated by statute.

4. Quality of Goods

(a) Trueline warrants to make good any defects in the Goods arising (within one year of the date of delivery) due to any material defect in design, workmanship or materials (**'the Warranty'**). Trueline shall, at its option, repair or replace the defective Goods or refund the price of the defective Goods if:

- (i) the Customer gives notice in writing during the 1-year Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the Warranty; and
- (ii) Trueline is provided with reasonable opportunity of examining such Goods and;
- (iii) the Customer (if asked to do so by Trueline) returns such Goods to Trueline's place of business at the Customer's cost.

(b) Trueline shall not be liable under the Warranty period for the Goods if:

- (i) the Customer makes any further use of the Goods after giving a notice in accordance with Clause 4 (a);
- (ii) the defect arises because the Customer failed to follow Trueline's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods (if there are none) good trade practice;
- (iii) the defect arises as a result of Trueline following any drawing, design or goods specification supplied by the Customer;
- (iv) the Customer alters or repairs such Goods without the written consent of Trueline;
- (v) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions; or
- (vi) the Goods differ from their description as a result of changes made to ensure they apply with applicable statutory or regulatory standards.

(c) The Customer shall not use or permit to be used the whole or part of the Goods supplied under the Contract before they have been completed, inspected and handed over by Trueline. If the Goods or any part of them are so used the Customer shall indemnify

Trueline against any liability that may be incurred by Trueline to any person whether arising directly or indirectly by such use. Trueline

- (d) Trueline reserves the right to effect minor modifications to the specification of Trueline's Goods (with or without prior notice) provided such modifications do not in Trueline's opinion affect the function and quality of the Goods.

5. Charges and Payments

- (a) The price for Goods and Services shall be the price set out in the Order and/or Payment Schedule. Trueline shall use all reasonable skill and care to use only the Goods and Services specified in the Quotation but if additional parts and other products are required, they will be invoiced to the Customer. Any such increases shall be kept to a minimum.
- (b) If not expressly stated in the Order and/or payment schedule payment is due 30 days after the end of the month in which the Goods and/or Services are supplied.
- (c) Trueline reserves the right to increase any prices agreed between Trueline and the Customer in accordance with market conditions and Trueline's price for similar goods ruling at the date of dispatch and the Customer shall pay such additions to the quoted price. Without prejudice to the generality of the foregoing market condition shall include any increase in the costs of labour, materials, transport and any other costs between quotation and despatch.
- (d) Trueline reserves the right to increase its standard daily fee rates for the charges for the Services. Trueline will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Trueline in writing within 2 weeks of the date of Trueline 's notice and Trueline shall have the right without limiting its other rights or remedies to terminate the Contract by giving 30 days written notice to the Customer.
- (e) In respect of Goods and Services Trueline will invoice on the terms set out within the payment schedule as provided by Trueline to Customer from time to time provided supplemental to the Order and/or Trueline's acknowledgement of the Order. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable at the rate applicable at the date of dispatch (VAT). Where any taxable supply for VAT purposes is made under the Contract by Trueline to the Customer, the Customer shall, on receipt of a valid VAT invoice from Trueline, pay to Trueline such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- (f) Credit terms may be agreed on a case by case basis provided Customer signs a bill of exchange.
- (g) Trueline do not take deposits in any circumstances.

- (h) With regards to any late payments, the Customer shall pay interest at the rate of 8% per annum above the Barclays Bank PLC base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Trueline will have the right to suspend performance of his obligations if invoices are not paid within the agreed payment terms. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Trueline, shall have the right to claim all costs (including legal costs) relating to any claims arising hereunder and/or the recovery of any debts.
- (i) The Customer shall indemnify Trueline, on a full indemnity basis, for any direct or indirect costs incurred (including legal, professional, administrative, loss of profit or otherwise) as a result of the Customer's non-compliance with the payment terms of the Contract.
- (j) Should default be made by the Customer of any sum due under any Order as and when it becomes due Trueline shall have the right to suspend all further deliveries until the default be made good or to cancel the order so far as any goods remain to be delivered thereunder.
- (k) Trueline reserves the right to charge for storage and/or any other costs incurred in the event of deferment or delay in delivery at the request and/or action/inaction of the Customer.

6. Delivery of Goods

- (a) Trueline will arrange for and pay for delivery, but will pass on all delivery costs to the Customer in accordance with the Order. Trueline will insure the Goods to place of delivery.
- (b) Any date named by Trueline for despatch or delivery is given and intended as an estimate only and time is not to be of the essence of the Contract. The Customer shall be bound to accept the Goods ordered whether available on or after the estimated date stated. Trueline shall not be liable in any way in respect of late despatch or delivery however caused nor shall failure to despatch be deemed to be a breach of contract. Where drawings, specification, instructions and materials are to be supplied by the Customer, the Customer shall supply the same in reasonable time to enable Trueline to despatch within the period named. The Goods will be despatched by means of Trueline's transport. If the Customer instructs the Goods to be despatched by other means any carriage charges incurred shall be passed on and be payable by the Customer. No allowance will be made for Goods collected from Trueline by the Customer.
- (c) Lead times shall be one day for 'off the shelf' Goods but lead times for 'bespoke' Goods shall vary. Time shall not be of the essence and Trueline shall not be liable for any losses incurred by the Customer arising from delayed delivery.
- (d) The Customer shall at its own expense before the estimated date of commencement of any part of the Goods and Services ensure that the place of delivery is ready in all respects for the Goods to be delivered and for the Services to commence and without prejudice to the generality of the Customer's obligations in this respect that all facilities and items listed in the **Schedule of Attendances (clause 15 below)** have been or will be provided by the

Customer as and when required by Trueline in order to enable the Goods and Services to proceed. The estimated date for completion assumes that Trueline will be given free and uninterrupted access to the place of delivery and the right to work unrestricted hours to maintain the programme.

- (e)** Trueline is engaged in volume production and any delay not caused by Trueline during or prior to manufacture of the Goods may require the date for completion to be postponed to a date chosen by Trueline in its sole discretion. Upon becoming aware that a delay will or may occur Customer shall notify Trueline immediately so as to enable Trueline to minimise the costs arising from such delay. Trueline reserves the right to charge the Customer for the costs incurred by Trueline in re-programming any production or manufacturing run necessary to accommodate such delay. In supply only, situations it is the Customer's responsibility to store, stack and protect all Goods in accordance with any relevant recommended practices and Customer shall be responsible for ensuring it is fully informed as to the nature, content and meaning of said practices.
- (f)** Unless stated to the contrary in the quotation, Trueline shall deliver the Goods to the place of delivery. The Customer is liable for any costs resulting from access to the place of delivery being unsuitable. A maximum of 2 hours is included for offloading the Goods and Trueline reserves the right to charge any additional costs incurred should this time be exceeded. All pallets and packaging used during transportation will become the property of the Customer unless specifically stated otherwise in the quotation.
- (g)** If, due to circumstances outside the control of Trueline, the Customer cannot accept delivery of any of the Goods and Services on the date for completion or is otherwise unable to grant access to Trueline to the place of delivery for the purpose of delivery of the Goods or commencement of the Services, Trueline reserves the right to recover any costs incurred by the delay and/or to continue to manufacture Goods and deliver them to storage in accordance with these terms. Where the Customer is unable to accept delivery of all or any of the Goods on the date for completion or as otherwise agreed it is the responsibility of the Customer to arrange for suitable storage at the sole cost of the Customer. Trueline shall not be liable for any delay or any consequence of any delay in the production or delivery of any of the Goods or in the completion of the Services. Time shall not be of the essence in this respect.
- (h)** If Customer fails to report visible defects upon delivery at time of delivery then Trueline shall not be liable for any visible damage to the Goods. Customers will have 7 days from delivery to report any non-visible damage.

7. Title and risk

- (a)** The risk in the Goods shall pass to the Customer on completion of delivery. Title to the Goods shall not pass to the Customer until Trueline receives payment in full (in cash or cleared funds) for the Goods and any other goods that Trueline has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.

(b) Until title to the Goods has passed to the Customer, the Customer shall (a) store the Goods separately from all other goods held by the Customer wherever the Goods are capable of being stored separately so that they remain readily identifiable as Trueline 's property, (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Trueline 's behalf from the date of delivery and (d) notify Trueline immediately if it becomes subject to any events that warrant termination of the Contract. If before title to the Goods passes to the Customer the Customer becomes subject to an event of termination, then, without limiting any other right or remedy (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and (b) Trueline may at any time (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Supply of Services

(a) Trueline shall provide the Services to the Customer in accordance with the Service Specification and with all reasonable skill and care. Trueline shall use reasonable skill and care to meet any performance dates for the Services specified in the Order, or overleaf as the case may be, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Trueline 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 Trueline shall notify the Customer in any such event.

(b) Trueline will provide any required design, advisory or consultancy services (including but not limited to the preparation of drawings, specifications, surveys and contract particulars) with reasonable care and skill. The Customer is required to check all such documents and notify Trueline of any discrepancies, errors or omissions.

(c) No warranty is made or implied in respect of these Services if erection is carried out by the Customer or its own agents or contractors before any necessary approvals are obtained or if such Services are used to gain approvals and subsequently goods and materials are sourced elsewhere (in which case Trueline has a right to charge for the Services at the rate ruling at the time).

9. Customer's obligations

(a) The Customer shall (a) ensure that the terms of the Order are complete and accurate, (b) co-operate with Trueline in all matters relating to the Services, (c) provide Trueline, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, facilities as reasonably required by Trueline to provide the Services, (d) provide Trueline with such information and materials as Trueline may reasonably require to supply the Services, and ensure that such information is accurate in all material respects, (e) prepare the Customer's premises for the supply of the Services in

accordance with the site conditions as required by Trueline (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start unless the Order expressly states otherwise (g) keep and maintain all materials, equipment, documents and other property of Trueline (**Trueline's Materials**) at the Customer's premises in safe custody at its own risk, maintain Trueline Materials in good condition until returned to Trueline, and not dispose of or use Trueline Materials other than in accordance with Trueline's written instructions or authorisation.

- (b) If Trueline's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**) Trueline shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies 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 Trueline's performance of any of its obligations. Trueline shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Trueline's failure or delay to perform any of its obligations as set out in this clause. Lastly, the Customer shall reimburse Trueline on written demand for any costs or losses sustained or incurred by Trueline arising directly or indirectly from the Customer Default.
- (c) Goods supplied by Trueline shall be at the Customer's risk immediately on delivery to the Customer or into custody on the Customer's behalf (whichever is the sooner) the Customer should therefore arrange insurance accordingly unless Trueline has specifically agreed to arrange insurance of the Goods.
- (d) In the event that the Customer resells Goods supplied by Trueline prior to the passing of the title to the Customer such resale shall be affected by the Customer as bailee for Trueline and any proceeds of any such resale shall be received or receivable by Trueline unless the debts owing to the Trueline have been paid.
- (e) So long as the property and the Goods remain vested in Trueline and the Customer is in default or any such obligation hereunder Trueline shall have the right, with or without prior notice to the Customer, to take possession of the Goods (and for that purpose to go upon any premises occupied by the Customer) and on such retaking of possession the contract shall be deemed to have been determined without prejudice to any claim or rights the Trueline might otherwise make or exercise.

10. **Limitation of Liability**

- (a) Trueline shall not be liable to the Customer for any loss of profit or income or for any indirect or consequential loss or damage whatsoever which may be incurred by the Customer.
- (b) Where Trueline undertakes any design as part of the Services, Trueline's liability for that design will not be greater than that which would be owed by a professional design

consultant supplying the same design under a contract for the supply of that design only subject always to the cap of £10,000.00 stated in clause 10(d) below.

- (c) No party shall be entitled to liquidated damages in any event.
- (d) Subject to clause 16(k), Trueline's liabilities are separated into the two following categories:
 - (i) Product Liability; and
 - (ii) Public Liability.
- (e) With reference to each of the liabilities in 10. (d) (i) and (ii), Trueline's total liability shall not exceed £5,000,000. Total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Contract.
- (f) As a manufacturer of products, no claim will be accepted for Goods ordered if these Goods prove unsatisfactory provided that the Goods supplied are as specified by the Customer.

11. Disputes and Claims

- (a) If a dispute arises under this Contract which cannot be resolved by negotiations between the parties or their appointed representatives then:
 - (i) Parties shall give serious consideration to a request made by the other party to refer the matter to mediation;
 - (ii) Either party may refer the matter to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended from time to time;
 - (iii) Either party may refer the dispute to the Court of England and Wales.
- (b) The Contract should be governed by the laws of England and Wales and any dispute concerning it or its interpretation shall be adjudicated in that jurisdiction.

12. Cancellation and Termination

- (a) Any Order placed is not subject to a cancellation once it has been acknowledged unless agreement is reached between Trueline and the Customer. Any such Order is subject to a cancellation charge up to the full value of the order at Trueline's discretion.
- (b) Goods ordered may not be returned unless agreement is reached between Trueline and the Customer.
- (c) Without affecting any other right or remedy available to it, either party may terminate the contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the contract which is irremediable or (if such

breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so or if the other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the other Party, or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

- (d)** In addition to any right or lien which Trueline may be by law entitled Trueline shall (in the event of the Customer's insolvency) be entitled to a general lien on all Goods of the Customer in Trueline's possession although such Goods or some of them have been paid for (for the unpaid price of any such goods sold and delivered to the Customer by Trueline under the same or any other contract).
- (e)** Trueline reserves the right to terminate any and all contracts in the event an insurer (including credit risk insurer) retracts or amends any of its insurance policies and cover with Trueline.
- (f)** Termination of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches which existed at or before the date of termination.

13. Intellectual property rights

- (a)** All Intellectual Property Rights in or arising out of or in connection with the Services and Goods shall be owned by Trueline. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Trueline obtaining a written licence from the relevant licensor on such terms as will entitle Trueline to license such rights to the Customer. Any and all such Intellectual Property provided by Trueline to the Customer shall be done so on the condition such Intellectual Property is held confidentially by Customer and used only for the purposes of the project to which the Contract relates. Customer confirms it has in place processes and shall undertake all acts and deeds to ensure that the Intellectual Property Rights are not infringed upon by it and no Intellectual Property Rights are passed onto a third party. For the avoidance of doubt the Blueprints shall remain in the ownership of Trueline and Trueline grants a revocable licence to Customer to use the Blueprints only in relation to the project to which this Contract relates. If Customer breaches any terms of this Contract, including making late payments, Trueline reserves the right (without infringing upon any other rights herein) to revoke the licence concerning the Blueprints and other Intellectual Property immediately.
- (b)** The Customer shall indemnify Trueline against any and all liability arising through execution by Trueline of any Order placed by the customer where such execution infringes any patent, copyright, trademark or registered design not owned by the Customer or Trueline.

14. Data Protection

- (a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause 14, **Applicable Laws** means (for so long as and to the extent that they apply to Trueline) the law of the European Union, the law of any member state of the European Union and/or **Domestic UK Law**; and Domestic UK Law means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- (b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Trueline is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- (c) Without prejudice to the generality of *Clause 14.1*, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Trueline for the duration and purposes of the Contract.
- (d) Without prejudice to the generality of Clause 14.1, Trueline shall, in relation to any Personal Data processed in connection with the performance by Trueline of its obligations under the Contract:
- (i) process that Personal Data only on the written instructions of the Customer unless Trueline is required by applicable laws to otherwise process that Personal Data. Where Trueline is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Trueline shall promptly notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Trueline from so notifying the Customer;
 - (ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely

manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the relevant conditions under the Data Protection Legislation are fulfilled;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach; and
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by applicable law to store the Personal Data.
- (h) The Customer consents to Trueline appointing its IT Provider, accountants and advisors as third-party processors of Personal Data under the Contract. Trueline confirms that it has entered or (as the case may be) will enter with the third-party processors into a written agreement in respect of data protection.

15. Schedule of Attendances and facilities to be provided by the Customer.

If deemed applicable by Trueline in its sole discretion, the following attendances and facilities shall be at Trueline's request provided by the Customer and maintained at all times for the duration of and in relation to the provision of the Services at the place of delivery, free of charge and in a manner so as not to disrupt or restrict the regular progress of the Services and in compliance with the relevant current health and safety at work requirements, (a) any hoisting, craneage, forklifts or plant requirements of any kind required for the unloading, distribution or erection of the structure, together with skilled and qualified operatives as appropriate unless specifically incorporated within the quotation, (b) labour and plant for unloading, checking and distribution of any materials supplied which do not form part of the structural erection, (c) scaffolding and any other item necessary for access or roof edge protection etc. which is required to meet with statutory requirements and which may require to be altered during the progress of the Services. The external scaffolding must be erected prior to the delivery of the goods, (d) fall / arrest, soft landing systems, nets, harnesses, etc. to be supplied and moved as and when necessary for the execution of the Services, (e) suitable hard standing and clear access to all sides of the structure to permit access for cranes etc. to operate and free from obstruction such as overhead cables, power lines, trees and other similar obstructions, (f) 110-volt power supply adjacent to the works and all temporary lighting, (g) messing, canteen, first-

aid and welfare facilities including drying facilities, (h) secure, lock fast container for tools and sundry materials, (i) skips or the like placed immediately adjacent to and at the same level as the working area for the removal of rubbish and debris off site including tipping charges, (j) protection of the works where taken over by other trades or contractors or where Trueline has left the site and (k) provision of security (including security personnel) to safeguard the plant, equipment and the Goods.

16. Miscellaneous

- (a)** In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, the Trueline shall be relieved of the liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded as a consequence or any such event or any statute, rules, regulations, orders or requisitions issued by the Government Department, Council or other duty constituted authority or from strikes, lockouts, breakdown of plant or any other causes (whether or not of a like nature) beyond Trueline's control.
- (b)** A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- (c)** A party that waives a right or remedy provided under these Terms and Conditions or by law in relation to one party or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- (d)** If any provision or part-provision of a contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.
- (e)** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under an agreed contract between the parties without the prior written consent of the party (such consent not to be unreasonably withheld).
- (f)** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- (g)** A person who is not a party to an agreed contract under these conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract or of these Terms and Conditions.
- (h)** Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

 - (i)** delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if Trueline) or its principal place of business (in any other case); or
 - (ii)** sent by email to the address specified in Luke@truelineproducts.co.uk
- (l)** Any notice or communication shall be deemed to have been received:

 - (i)** if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address.
 - (ii)** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - (iii)** if sent by email, at 9.00 am on the next Business Day after transmission.
- (j)** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- (k)** Nothing in these Terms and Conditions shall limit or exclude Trueline 's or the Customer's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded by applicable law.

17. Personal Guarantee and Indemnity

- (a)** This clause 17 will apply if a Guarantor has given a Guarantee on behalf of the Customer.
- (b)** All sums of money which may not be recoverable from the Guarantor on the footing of the Guarantee whether by reason of legal limitation on the Customer or any other circumstance shall nevertheless be recoverable from the Guarantor as principal debtor and shall be paid on demand.
- (c)** A demand for payment or any other notice to the Guarantor may be made by any authorised officer of Trueline by letter addressed to the Guarantor and delivered to its registered office or residential address and if sent by post

shall be deemed to have been made at noon the following day after the letter was posted.

- (d)** This Guarantee shall be a continuing security and the Guarantor shall remain liable for all sums due by the Customer notwithstanding any event which absolves the Customer from liability. The Guarantor shall remain liable notwithstanding any alteration to the Customer Agreement or any terms applying thereto, which may be agreed between Trueline and the Customer.
- (e)** Until payment in full by the Guarantor of all sums due to Trueline by the Customer, the Guarantor shall not be entitled to participate in any security held or money received by Trueline on account of such balance.
- (f)** This Guarantee may be terminated, and the Guarantor's liability shall be fixed at the expiration of one calendar month after receipt by Trueline from the Guarantor of notice in writing to terminate it. It shall be lawful for Trueline to continue the account with the Customer notwithstanding such termination and the Guarantor shall remain liable for any amount due at the date of termination of this Guarantee.
- (g)** The Guarantor may be released absolutely from the Guarantee upon written application to Trueline. Any such release shall be at Trueline's absolute discretion and shall be on such terms including as to the date of release that Trueline may specify. Any settlement discharge or release between the Guarantor and Trueline shall be conditional upon no security or payment to Trueline by the Customer, or any other person being avoided or reduced due to insolvency laws or otherwise.
- (h)** Trueline may at any time without giving notice to or obtaining the consent of the Guarantor refuse or grant further credit to the Customer for any period and compound with, give time for payment, grant other indulgence or make any other arrangements with the Customer, give up, modify, exchange or abstain from perfecting or taking advantage of or enforcing any security guarantee and discharge any parties thereto and realise any securities in such manner as Trueline may think expedient.
- (i)** All costs charges and expenses incurred by Trueline in obtaining payment of the moneys secured under this Guarantee (and so that any taxation of Trueline's costs charges and expenses shall be on a full indemnity basis) shall be recoverable from the Guarantor as a debt.

[END OF DOCUMENT].