INFORM UK LIMITED TERMS AND CONDITIONS

1 Definitions

1.1 In these conditions, unless the context requires otherwise:

- "Company" Inform UK Limited (CRN:01370261), whose registered office is at John Dean House, Wellingborough, NN8 4FF, which may assign or subcontract to the Customer's employee, agent or subcontractor;

- "Customer" the person who buys or agrees to buy goods supplied by the Company;

- "Date of Hire" the date specified by the Company when the Goods are to be delivered;

- "Deliveries" the terms and conditions of trading known as these conditions;

- "Price" the price for the Goods excluding carriage, packing, insurance and VAT; and

- "Rental" the Company's charging rate for the hire of the Equipment and to be paid by the Customer when hiring the Equipment.

1.2 Any variation to these Conditions (including any special terms and conditions agreed and signed by an authorised representative of the Company).

1.3 A party is in default of its obligations under these Conditions, if the party does not make any payment in full on the due date.

1.4 Any advice or recommendation given by the Company is not to be taken as expert advice and the Company is not liable for the actions of the Customer.

1.5 The Customer shall not be in default of its obligations under these Conditions, the Company. Payment shall be made in accordance with Clause 3 above. Provided that the Customer's rights in the Equipment are prejudiced or any event referred to in Condition (Termination) 14.1 occurs then the Customer shall be deemed to have repudiated and the Contract shall be terminated forthwith and for all purposes, without prejudice to the Company's rights under these Conditions.

2 Basis of Contract

2.1 These conditions shall apply to all contracts for the sale and/or hire of Goods/Equipment by the Company to the Customer to the exclusion of all other terms and conditions including any term or condition which the Customer purports to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods and/or the hire of the Equipment shall be deemed to be an offer by the Customer to purchase Goods or hire Equipment pursuant to these Conditions. Acceptance of delivery of the Goods and/or Equipment shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

2.3 Any variation to these Terms (including any terms and conditions agreed between the parties) shall be inapplicable and shall not bind unless agreed in writing by both parties.

2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and/or Equipment shall be given in good faith and confirmed in writing by the Company, which advice or recommendation is not the Customer's own risk. The Company shall not be liable for any losses sustained by the Customer following the said advice or recommendation.

2.5 Price, Charges.

2.6 The Price and/or the Rental shall be the Price and/or Rental referred to in the Company's Quotation and/or other documentation. Any Price and/or Rental referred to in a written quotation shall only be valid for 30 days. The Price and/or Rental is exclusive of VAT for which the Customer shall be additionally liable and which shall be due at the rate ruling on the date of the Customer's invoices.

2.7 The Company reserves the right, by giving notice in writing prior to the Delivery Date, to alter the Price and/or the Rental to reflect any increase in costs to the Company due to unforeseen increases in the respect of any Goods and/or Equipment in settlem ent of invoices or accounts which are overdue and in respect of such Goods and/or Equipment as the Company may in its absolute discretion think fit, notwithstanding any appropriation intended by the Company to the contrary.

2.8 The Customer shall be responsible for all costs, charges and expenses so incurred in the Company retaking possession of the Equipment;

2.9 The Customer reserves the right to terminate or suspend the contract to the Customer if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit has already been exceeded.

3 Terms of Hire

3.1 If the Customer mixes the Equipment with the Customer's own equipment, the Company's decision as to subsequent separation and identification of the Equipment shall be final.

3.2 Risk in the Equipment shall pass immediately to the Customer when the Equipment leaves the premises stated in Clause 12. Risk in the Equipment shall not pass back to the Company from the Customer until the Equipment is back in the physical possession of the Company. This shall apply even if the Company has agreed to cease charging the Rental.

3.3 Title in the Equipment shall remain at all times with the Company. The Customer has no right, title or interest in the Equipment, and the Equipment is sold to the Customer. The Customer must not deal in any way with the title or any interest in the Equipment. This shall include without limitation, selling, assigning, parting with or any charge, pledge, mortgaging, securing, hiring exerting a lien or lording.

3.4 The minimum Hire Period is 14 days. The Customer shall pay to the Company during the Hire Period the Rental in the amounts and at the intervals specified by the Company. Payment shall be made in accordance with Clause 3 above. Provided that the Customer shall not be in default of its obligations under these Conditions, the Customer shall be entitled to terminate the hire on giving the Company not less than 3 days notice in writing to that effect and by paying the total Rental which would have been due for the total Hire Period requested by the Customer originally and by returning the Equipment (at the Company's expense) to the Company in good repair and condition. If the Customer fail to do so the Company may charge the Customer for the period that the Equipment was not returned.

3.5 Payment of the Price and/or Rental (together with VAT) shall be due within 30 days of the date specified by the Company when the Goods are to be delivered;
The Equipment must be returned to the Company bundled, palletised and cleaned. Failure to do so or otherwise to make the Customer liable for the cost to the Company of so bundling, palletising or cleaning.

8.3 Where the Company has agreed to collect the Equipment instructions to collect must be followed, unless writing to Company at least 48 hours prior to the collection is required. Such written notice will be the only recognised proof of collection. Such instructions will advise the Customer to ensure the Equipment is in a safe condition, fit for collection and that the Customer will be responsible for all loading of the Equipment. The Equipment will not be received by Company before 8.30am and after 4.00 pm on Monday to Friday. No returns will be accepted on Saturdays or Sundays. Where the delivery collection of the Goods is effected by the Company the Customer will pay a delivery or collection charge at the Company’s standard transport rate applicable at the date of delivery or collection. Such charges will not be accepted unless notified by the Company in advance by telephone or in writing requesting reasonably to comply with the express or implied requirements of the Customer.

8.4 Notwithstanding any instructions given by the Customer to the Company for collection of the Equipment, the Hire Period will not be deemed to have ended and Rental shall continue in full force and effect and the Rental will continue to accrue for such period notwithstanding expiry of the specified Hire Period and the Customer shall continue to use their best endeavours to safeguard the Equipment against loss or damage.

9. Payment and Suppression of Goods

9.1 The Goods will be supplied in accordance with the tolerances of dimension, quality and design criteria specified on the Company's final drawings and quotations. Tolerances specified on the Customer's specification or enquiry do not form part of the Contract unless expressly agreed in writing by the Company before or at the time of acceptance of the Customer's Order.

9.2 The Customer is responsible for checking the quotation and satisfying itself that any specification given is accurate and adequate for the Goods.

9.3 The Customer shall be responsible for the accuracy of all drawings, designs and specifications supplied by the Customer and be responsible for all costs arising from any omissions, errors or inaccuracies in the said drawings, designs, specifications and/or instructions and hold harmless the Company against any liability of the Company arising as a result of any such omissions, errors or inaccuracies.

9.4 If the Company in error enters the specification made by the Company for the Customer then where that error is material and it has been relied upon by the Customer, the Company may cancel that part of the Contract which is affected by the error without liability due to the error.

9.5 The Customer shall be responsible for obtaining all necessary consents, licences and/or permits in relation to the use of the Goods, the purposes for which the Goods are to be used and the manor such use.

9.6 The Customer agrees to indemnify and keep indemnified the Company against any and all claims, losses, expenses, proceedings, actions, awards, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) expenses, damages and any other losses and/or liabilities arising out of the Company's use of the Customer’s drawing or specification.

9.7 As regards any Goods supplied by the Company, the Company shall be deemed not to have any knowledge of the particular purpose, use or market for such Goods but unless such purpose, use or market is expressly stated in the Contract the Customer shall indemnify the Company against any liability of the Company arising from alleged breaches of any trade or industrial laws or regulations, whether or not the Company has any knowledge of the particular purpose, use or market for which the Goods are required from time to time by law, applicable safety requirements or manufacturing standards or specifications.

9.8 The Company reserves the right to make changes to the specification of the Goods as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Goods.

9.9 No replacement parts, accessory weights, dimensions or shipping specifications issued by the Company for the manufacture of the Goods and/or Equipment nor the description and/or illustration of the Goods’ Marketing catalogues, price lists or other promotional material will form part of the Contract nor be regarded as a Warranty or representation relating to the Goods and/or Equipment.

9.10 If the Company makes changes to the specification of the Goods which have a material adverse effect then the Customer shall have the right to cancel the Contract without liability.

10. Delivery of the Goods

10.1 Delivery of the Goods shall be deemed to have taken place once the Goods have been made available for despatch by the Company, unless otherwise agreed in writing. The Company will endeavour to deliver the Goods within the time agreed however time of delivery is not of the essence. Notwithstanding that the Company may have delayed for any reason the delivery of the Goods (or any of them) promptly the Customer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date. Delay in delivering shall not entitle the Customer to terminate the Contract.

10.2 Unless otherwise agreed the Customer will make arrangements for the carriage of the Goods. If the Company makes arrangements for the carriage of the Goods, delivery will be deemed to have taken place once the carrier collects the Goods from the Company's premises and the Customer shall be responsible for the unloading of the Goods.

10.3 Where the Goods are carried by the Company's own vehicle, if payment has been made in cash or cleared funds of all sum due and/or owing for all Goods and/or Equipment supplied to the Company, and possession of the Goods by the Customer has not been refused, the Company shall be entitled to sell the Goods to any person if the customer knows or has reason to believe that that person intends to resell the Goods in any such country.

10.4 The Company may deliver the Goods in instalments, and if so each delivery shall constitute a separate contract. Failure by the Company to deliver any one or more of the instalments shall entitle the Customer to terminate the whole contract.

10.5 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions then, without prejudice to any other right or remedy available, the Company may:

- 10.5.1 Store the Goods until actual delivery and charge the Customer for the reasonable storage and selling expenses account to the Customer for the excess over the Price of the contract or charge the Customer for any shortfall below the Price of the contract.

10.6 The Customer shall be deemed to have accepted the Goods 48 hours after delivery to the Carrier. Failure by the Company to the Customer shall not entitle to reject Goods which are not in accordance with the contract.

11. Risk in Goods

11.1 Risk in the Goods shall pass to the Customer on delivery of the Goods and delivery shall be in accordance with Clause 10 above.

11.2 The Company shall retain ownership of the Goods until it has received payment in full in cash or cleared funds of all sums due and/or owing for all Goods and/or Equipment supplied to the Company by the Customer under this Contract and any other agreement between the Company and the Customer.

11.3 Until payment in full for all Goods/Equipment supplied to the Customer has been received by the Company, the Goods shall be stored separately from any products or goods belonging to the Customer or any other third party must be clearly marked and identified as being as the Company's property. The Customer agrees that the Company's goods may be entered into to enter the Customer's premises at any time to check compliance with this clause.

11.4 Until title of the Goods has passed to the Customer, the Customer shall keep the Goods insured against all insurable risks and shall procure that the Company's interest is noted on such a policy of insurance. The Customer shall account to the Company for any proceeds of such policy of insurance in relation to any damaged or lost Goods. The proceedings from the Company by the Customer in accordance with this clause shall not discharge the Customer's liability to pay the Goods for the plus interest accrued in accordance with the Contract or part thereof, or fails to take delivery of any Goods at the time agreed (if any) the Customer will be liable (without prejudice to any other rights of the Company to claim damages) to indemnify and keep indemnified the Company against any resulting loss, damage or expense incurred by the Company in connection with the supply or non-supply of the Goods and/or Equipment including but not limited to lost profits.

12. Expertise

12.1 “Incoterms” means the international rules for the interpretation of trade terms of the International Chambers of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in in a particular part of these Conditions shall have the same meaning in these Conditions. If there is any conflict between the Incoterms and these Conditions the latter shall prevail.

12.2 Where any Goods are supplied for export from the United Kingdom, the provisions of this Condition 12 shall (subject to any special terms agreed in writing between the Customer and the Company) apply notwithstanding any other provision of these Conditions.

12.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

12.4 Unless otherwise agreed in Writing between the Customer and the Company, the Goods will be delivered FOB. The air or sea port of embarkation and the Customer will be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

12.5 The Customer shall be responsible for arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipments, or in respect of any damage during transit.

12.6 Payment of all amounts due to the Company shall be made as follows: 12.6.1 in respect of new Customers, or Customers refused a credit account, cleared funds are required in advance of export for the Price. Alternatively, the Company may at their absolute discretion accept a letter of credit with payment being 30 days after documentation; 12.6.2 in respect of the Customers permitted a credit account, payment shall be due within 30 days from the date of the Company's invoice unless otherwise agreed in writing.

12.7 The Customer undertakes not to offer the Goods for resale in any country notified by the Company to the Customer or to sell the Goods to any person if the Customer knows or has reason to believe that that person intends to resell the Goods in any such country.

13. Cancellation

13.1 If the Customer cancels, extends or delays or purports to cancel, extend or delay the Contract or part thereof, or fails to take delivery of any Goods at the time agreed (if any) the Customer will be liable (without prejudice to any other rights of the Company to claim damages) to indemnify and keep indemnified the Company against any resulting loss, damage or expense incurred by the Company in connection with the supply or non-supply of the Goods and/or Equipment including but not limited to lost profits.

13.2 If the Company is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Goods and/or Equipment or if the supply of Goods and/or Equipment is not urgent or hindered by reason of any cause beyond the Company's control, including but not limited to a force majeure, the Company may cancel or suspend performance of the contract by notice in writing to the Customer. Insofar as it relates to Goods and/or Equipment not then supplied and such cancellation or suspension shall not give rise to any claims by the Customer and the Company shall remain liable to pay for Goods and/or Equipment supplied or hired prior to the date of such cancellation or suspension.

14. Termination

14.1 If the Customer:

14.1.1 Fails to make any payment to the Company within 30 days of its being due (whether demanded or not);

14.1.2 breaches any terms of this Contract and where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be so remedied;

14.1.3 persistently breaches the terms of this Contract;

14.1.4 pledge or charge any Goods and/or Equipment which remain the Company’s property, or threaten to do so to carry on business, or propose to compound with its
creditors, apply for an interim order under section 252 of the Insolvency Act 1986 or have a bankruptcy petition presented against the Customer, or being a company enter into a voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of its assets or any resolution or petition to wind up the Customer (other than for the purpose of a bona fide amalgamation or reconstruction without insolvency) shall be passed or presented or take over any of its assets or business and the Company's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

14.7 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence.

14.8 The Company shall not be liable to the Customer by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods and/or Equipment, if the delay or failure was due to any cause beyond the Company's control.

14.9 In the event of any breach of this contract by the Company the remedies of the Customer shall be limited to damages, and in no event shall the Company be liable for any costs, losses or damages (whether direct or indirect and including but not limited to loss of profits and/or good will; economic and/or other similar losses; special damages an amount equal to the Price less the net proceeds received by the Company as a result of or in connection with any claim made against the Company for a breach of any third party's rights; or any claim for supplementary costs payable as a result of or in connection with any claim made against the Company for a breach of any third party's rights).

14.10 Save as expressly referred to above, and except where the Customer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods and/or Equipment, whether express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

14.11 The Customer shall indemnify and hold harmless the Company in full against all cost, losses, damages, charges, expenses and other liabilities awarded against or incurred (but for excluding any liability to the extent that it is based on any breach of the Company's warranty in Clause 16.2) as a result of or in connection with any claim made against the Company for a breach of any third party's rights.

15.1 The Company shall not be liable to the Customer for any defect in the quality or condition of the Goods and/or Equipment unless the defect would not have been apparent upon a reasonably thorough examination of the Goods and/or Equipment by the Customer (whether or not such examination or inspection is actually made by the Customer).

15.2 Any claim by the Customer based on any alleged defect in the quality or condition of the Goods and/or Equipment or the Customer's failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the delivery date or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall be deemed to have accepted the Goods and/or Equipment and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price or Rental as if the Goods and/or Equipment had been delivered in accordance with the Contract.

15.3 Where any valid claim in respect of any of the Goods and/or Equipment which is based on any defect in the quality or condition of the Goods and/or Equipment or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods and/or Equipment (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods and/or Equipment (or a proportionate part of the price), but the Company shall have no further liability to the Customer.

15.4 The Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect or consequential loss or damage, loss of profits and/or damage to goodwill; economic and/or other similar losses; special damages and indirect losses; and/or business interruption; loss of business, contracts, opportunity and/or production costs, expenses or other claims for consequential compensation whatsoever (including loss or damage arising in respect of the Customer's liabilities to any third party (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale (as appropriate) by the Customer, except as expressly provided in these Conditions.

15.5 Each of the limitations or exclusions in these Conditions shall be deemed to be repeated and applied as a separate provision for each of (i) liability for breach of contract; (ii) liability in tort (including negligence); (iii) liability for breach of Statutory duty; and (iv) liability which shall apply once only in respect of all the said types of liability.

15.6 The Company's total liability to the Customer shall not exceed £1,000,000 (one million pounds sterling).

15.7 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence.

16.1 These Conditions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under that Act to enforce any term of these Conditions. This shall not apply to any member of the Company's Group who has a claim against the Customer, or to any person who has a claim against the Company, or to any person who has a claim against the Company by reason of any act or default of the Customer.

16.2 Save for the Customer's obligation of payment under Condition 3 neither party shall be liable for any default of the Customer in any way, whether or not due to the Customer's negligence or any other matter caused by the Customer or for which liability has been assumed by the Customer.

16.3 Any notice under or in connection with these Conditions of sale shall be in writing and addressed to the party to whom it is required to be sent. The parties further agree that the address for service of any notices and proceedings shall be the address for service of any notices and proceedings as set out in the main body of these Conditions.

16.4 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:

16.4.1 if delivered personally when left at the address specified in Clause 17.3;
16.4.2 if sent by recorded delivery as a registered letter or in the post it shall be deemed to have been duly served:
16.4.3 if sent by e-mail or fax, when sent (provided the sender has written proof of successful transmission);
16.4.4 if sent by first class post or by hand on the party or sent by recorded delivery or e-mail or to the address of the party set out in these Conditions or at or to such other address as may be subsequently notified by one party to the other in writing.

16.5 This Agreement constitutes the entire agreement and undertaking between the Company and the Customer with regard to the subject matter of this Agreement, and supersedes all prior discussions, understandings and agreements between the Company and the Customer.

16.6 This Agreement may be amended only by written agreement signed on behalf of the Company and the Customer by a Director thereof or by a person who has been given written authority to sign by a Director thereof.

16.7 The Customer shall not assign, transfer or sub-contract any of its rights or obligations arising under, by reason of, or in connection with this Agreement, without the prior written consent of the Company. The Company may assign, sub-contract, transfer and/or part with the benefit of this Contract in whole or in part without the consent of the Customer.

16.8 Failure by the Company to enforce any of the Conditions will not be construed as a waiver of any rights hereunder and no waiver by the Company for any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision and/or any other provision.

16.9 In relation to all obligations of the Company the time of performance is of the essence.

16.10 The legal construction of these conditions shall not be affected by their headings which are for the convenience of the reader.

16.11 If at any time any of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other provision of these conditions.

16.12 This contract is subject to the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.