

## CONDITIONS OF TRADING

1. Our fees, charges and out of pocket expenses shall be paid by the customer within one month after receipt by the customer of a statement setting out the same together with particulars of the invoices for the goods and/or services to which the same relates.
2. If payment is not received by us within 30 days of the despatch of the statement referred to above, we reserve the right to charge interest on the outstanding amounts stated in the statement at the rate of 5% above bank base lending rate at the date of invoice.
3. Unless otherwise stated our quotations and other sums payable under your agreement with us are exclusive of VAT and other duties or taxes. VAT and other duties or taxes are payable at the same time as our accounts.
- 4.1 All goods we supply to you shall remain our sole and absolute property both in law and in equity until you have paid us for the goods together with the full price of any goods supplied by us to you pursuant to any other contract between us.
- 4.2 You will be in possession of all goods supplied by us solely as our bailee until you have paid us in full for the agreed price together with the full price of any other goods which we have supplied to you.
- 4.3 Until you become the owner of the goods in accordance with the above provisions you will store them on your premises separately from your own goods or those of any other person and in a manner which makes them readily identifiable as our goods.
- 4.4 Your right to possession of the goods shall cease if you do anything or fail to do anything which would entitle the receiver to take possession of any of the assets or which would entitle any person to present a petition for winding up or if you commit an available act of bankruptcy we may thereupon enter any premises where goods are stored or where they are reasonably thought to be stored for the purpose of repossessing them.
- 4.5 Notwithstanding our retention of property and the goods in accordance with the above provisions, all goods which we supply to you shall be at your risk as soon as they are delivered by us to your vehicles or to your premises or otherwise to your order.
5. Ownership of and the sole right to the copyright in any design prepared by us for you shall be vested in us and you shall not be at liberty to effect protection of the design whether by registration in the Register of Designs or otherwise unless we have previously consented in writing.
6. It is a condition of our dealings with you that you shall not without our previous written agreement alter, modify or vary any design supplied to you by us which in our opinion is material to the design and you shall not permit any such design to be altered, modified or varied by any other person, firm or company.
7. All copies of designs which we have supplied to you shall be marked "Renvale Limited ... (date)".
8. It is a term of our dealings with you that if you give any permission or licence or other authority or instruction to any other person, firm or user of any article or structure manufactured from or constructed or composed of the materials which we have supplied to you we will first obtain from such person, firm or company an enforceable undertaking not to alter, modify or vary the design whether such design was supplied by us in the manufacture or construction of any article not made of materials supplied to you by us or in any altered, modified or varied form.
9. We shall not be liable to you for (if you are an individual) the death of or injury to you (whether or not you are an individual) loss or damage to your property unless due to the negligence or other failure by us to perform our obligations under this agreement or under general law and in any event our liability shall not exceed the sum of £5,000.00 or 3 times the total fee payable by you to us under the terms of our agreement whichever shall be the less.
10. Our services will not include any services of non-electrical non mechanical nature, in particular, all legal, accounting, bonding and insurance counseling services, safety management or contracting services in connection with your project, nor will we be or become an insurer or guarantor of any contractor's work.
11. You shall indemnify and hold us harmless for and against any and all claims, damages, expenses or costs (including those asserted by third parties) directly or indirectly related to the services which we are rendering to you to the extent that such claims, damages, expenses and costs exceeding in total our liability as stated above. This indemnification and holding harmless by you shall not apply in cases where such claims, damages and expenses arise from our gross negligence or criminal action.
12. We shall have the right, subject to your approval, which shall not be unreasonably withheld, to publish descriptive articles, with or without illustrations, with respect to the services which we are supplying to you either on your own account or in conjunction with other parties concerned.
- 13.1 Any dispute between us shall be referred by either party to the decision of a single expert to be appointed in default of agreement by the Solicitors acting for each party and in default by the President or other proper office of the Chartered Institute of Arbitrators.
- 13.2 The expert's decision shall be reached on his own knowledge after reading written representations from each party and the costs shall be borne equally unless the expert otherwise directs and the experts decision on all matters shall be final and binding.