

CONDITIONS OF SALE**1. DEFINITIONS**

The "Supplier" means RS ACCESS SOLUTIONS LIMITED. "List Price" means those prices appearing in the Supplier's current price list or such other agreed amount between the parties. The "Customer" is the company, firm, person, corporation or public authority buying the Supplier's equipment. "Equipment" means the scaffolding tubes, equipment, boards, fixtures and fittings or other equipment eligible for sale to the Customer.

2. Unless otherwise agreed in writing by the Supplier the equipment is supplied by the Supplier on these conditions only and no variations of or addition thereto (whether contained in any document emanating from the Customer or made orally by any person acting or purporting to act on the Supplier's behalf) shall have effect unless it is in writing signed by a director of the Supplier. Should any of these conditions conflict with any conditions stated in any Customer's order these conditions shall prevail. The giving by the Customer of any delivery instructions for the equipment or any part thereof or the acceptance by the Customer of delivery of the equipment or any part thereof or any document by the Customer in confirmation of the transaction set out on the basis thereof after receipt by the Customer of this document or available viewing on the Supplier's website shall constitute unqualified acceptance by the Customer of these conditions.

3. Quotations, estimates and adverts are only invitations to treat and do not constitute an offer the Supplier reserving the right to withdraw or amend them at any time prior to the Supplier's acceptance in writing of the Customer's order.

4. Every effort will be made to keep delivery dates given but such dates are estimates only and the Supplier accepts no liability in case of failure to do so. If the Customer refuses or fails to take delivery of equipment tendered in accordance with the contract the Supplier shall be entitled to immediate payment in full for the equipment so tendered. The Supplier shall be entitled to store at the risk of the Customer equipment of which the Customer refuses or fails to take delivery of and the Customer shall pay the costs of such storage and any additional costs incurred including carriage. Refusal by the Customer to take delivery will relieve the Supplier from the obligation to make further deliveries without prejudice to the Supplier's right to recover damages for such refusal.

5. All samples, drawings, descriptive matter, specifications and advertising and any descriptions or illustrations contained in the Supplier's catalogues or brochures or elsewhere including any websites are issued or published for the sole purpose of giving an approximate idea of the equipment described in them. They shall not form part of the contract and are not a sale by sample.

6. Equipment shall be deemed to have been delivered complete in accordance with the advice note, undamaged, in good condition and to the Customer's satisfaction, unless the Supplier receives written notice to the contrary within 2 working days after delivery to the Customer. It is recommended that such notification be by way of email to a director of the Supplier. If the Supplier is then satisfied that the equipment was delivered incomplete, damaged or defective, the Supplier will make good the delivery as soon as practicable possible (any replacements as nearly as possible identical and of equal quality) but with no other liability.

7. Small deviations or variations from particulars of the equipment shall not give rise to any claims.

8. Where equipment is to be delivered by a carrier on behalf of the Supplier the risk therein passes to the Customer upon delivery. When the Customer arranges for the collection of the equipment delivery will be deemed as effective and the risks therein to have passed to the Customer upon their transfer to the carrier nominated by the Customer.

9. Notwithstanding delivery the equipment shall remain the Suppliers absolute property until payment of all amounts due to the Supplier whether in respect of the equipment delivered or otherwise from the Customer and outstanding from time to time. Notwithstanding that the Supplier retains the ownership of the equipment aforesaid the Customer shall be entitled to use the whole or any part of the equipment to be mixed with or to be used in the manufacture of other equipment. In those circumstances the Supplier shall become the absolute owner of the equipment as mixed or as manufactured on the same basis as if the equipment were not so mixed or manufactured, provided that the Customer may sell and deliver the equipment to a third party in the ordinary course of the Customer's business on condition that until such payment as aforesaid the Customer shall hold all proceeds of such sales on trust for the Supplier and in a separate account. The Customer agrees to store such equipment whether in their original state or mixed or manufactured in such a way as to make them readily identifiable as our property. In the circumstances defined in this condition the Supplier shall be entitled immediately after giving notice of its intention to repossess to enter upon the Customer's premises or any other place the equipment may be with such transport as may be necessary and repossess any equipment or products to which the Supplier has title hereunder. Nothing in this condition shall confer any right upon the Customer to return the equipment or to refuse or delay payment therefor.

10. Prices quoted are ex-works unless otherwise stated and are those then currently ruling. In the event of any alteration in prices by date of dispatch, prices quoted shall be adjusted accordingly. Any special packing or transport or insurance costs will be charged additional to the price of the equipment..

11. Payment for equipment by a Customer that does not have an approved account facility with the Supplier shall unless otherwise agreed by a director of the Supplier in writing be due on delivery of the equipment. If payment is not made the Supplier may withhold further deliveries or terminate the contract or order in its entirety. Payment of the Supplier's invoices shall be made without any deduction or set-off.

12. Where the Customer has an approved account, (confirmation of which has been given in writing by the Supplier), payment will be due 30 days after the date of each invoice unless otherwise agreed by a director of the Supplier in writing. If any sum remains unpaid after the due date the payment of all charges, no matter how recent, shall become due immediately. Punctual payment of each invoice shall be of the essence of the contract. The Supplier reserves the right to suspend and/or cancel further supplies from existing or any other orders until all overdue debts have been discharged. An authorised Credit account may be granted at the Supplier's discretion where a level of credit approval has been granted by the Supplier and the Customer

has agreed these terms and conditions. The provision of credit facilities will be reviewed periodically and is discretionary, and may be withdrawn by the Supplier at any time without giving a reason. The Supplier reserves the right to charge interest on overdue accounts at the rate of two per cent per month to run from the due date for payment until receipt by the Supplier of the full amount, including any such interest charged, whether or not after judgment.

13. If the Customer defaults in any payment under this or any other contract with the Supplier, or ceases business, or stops payment to or makes any composition or arrangement with creditors, or such suffers any distress or execution, enter into any form of insolvency process, or an order or resolution for winding up is made, then the Supplier may deem the Customer to have repudiated this contract and recover money due and damages for such repudiation without prejudice to other remedies.

14. The Supplier has the right at its sole discretion to serve written notice at any time that it requires any party to a dispute or alleged dispute arising out of or in connection with this contract to enter into ADR by way of formal mediation, such mediation to take place within 21 days of service of the notice upon them.

15. If the parties are unable to agree the identity of a mediator within 10 days of the service of a notice pursuant to clause 14 hereof, the supplier shall request that the Registrar of European Administration Ltd trading as Clerksroom appoints the mediator a place date and location in the United Kingdom for the mediation to take place. The parties agree that the mediation shall take place under the terms and procedures set down in the Clerksroom Agreement for Mediation current at the date of the notice herein.

16. The Supplier shall not be liable for any damage, loss or expense (subject always to the provisions of the Unfair Contract Terms Act 1977 and any superseding Act as to consumer sales) caused to the Customer by circumstances beyond the Supplier's control (including weather, industrial action, shortages of labour or materials or faults of contractors, sub-contractors or others not in the direct employ of the Supplier). Unless otherwise expressly agreed in writing, the Supplier shall not be liable for consequential damage, loss or expense, howsoever caused.

17. The equipment supplied hereunder are warranted to be within normal limits of industrial quality. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded. The Supplier's liability for breach of this warranty (or in any other claim based on any defect in the equipment) shall not exceed the replacement of equipment shown to be defective or, at the Suppliers option, reimbursement of the price received by the Supplier for the equipment. In respect of any equipment or products supplied by the Supplier but manufactured by other firms, and warranties or guarantees given to the Supplier by such manufacturers or suppliers will, so far as the Suppliers be able, be passed to the benefit of the Customer.

18. The supply of equipment hereunder shall not confer any right upon the Customer to use any of the Suppliers trademarks or any third parties' trademarks without the Supplier's prior written consent and at all times such trademarks shall remain the Supplier's property or the third parties'. Nor does it imply any right to use any patent which the Supplier may have or any indemnity against infringement of third party patents.

19. The Customer shall not assign, transfer or purport to assign or transfer the contract to which these conditions relate or the benefit thereof to any person whatsoever.

20. The Customer hereby consents to any relevant searches on its principal directors/partners being made through a licensed credit reference agency.

21. It is the Supplier's intention that no third party should benefit from this agreement.

22. Should the Supplier sell for whatever reason their hire stock that has been marked with their security paint ('the Paint') it is the customer's responsibility to remove all visible traces of the Paint and the sale is conditional on the removal of the Paint. Title to any sold equipment does not pass to the customer until all visible traces of the Paint have been removed and title to any equipment bearing the Paint remains with the Supplier whether or not the items have been paid for. The customer will remove all visible traces of the Supplier's paint within 90 days or such further period as may be agreed by a Director of the Supplier in writing of the date of the Supplier's invoice for goods falling which title to the equipment will remain with the Supplier whether or not the goods have been paid for. It is agreed between the parties that the purpose of this clause is for the overall protection of the Supplier's general hire fleet. It is the customer's responsibility to ensure that it agrees with a Director in advance of any such transaction of the Supplier in writing a sufficient period of time to remove the Paint, failing which 90 days referred to in this clause will prevail.

23. If the Customer wishes to change the status of any account to any other legal identity than the one accepted by the Supplier such a change will only take effect if specifically authorised and accepted in writing by a director of the Supplier. The change of salutation of any paperwork including but not limited to invoices and delivery notes is specifically not an indication the Supplier has accepted any change in the contractual relationship with the Hire.

24. If the Customer breaches any of the terms of this contract, the Supplier shall be liable to pay the Supplier's reasonable costs and expenses (including any legal costs to be assessed on the standard basis including legal costs incurred in the small claims track of the County Court as if such case had been assigned to the Fast Track) incurred in enforcing any of the Supplier's rights under this contract.

25. This Agreement is governed by and shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising under or in connection with this Agreement. Each Party waives any right it has to object to an action being brought in the English Courts or to claim that any such action has been brought in an inconvenient forum. It is intended between the parties that each and every clause in these.

26. We use Close Brothers Invoice Finance to provide invoice finance services. As part of this arrangement, we may share relevant customer information, including contact details, invoice information and payment history, where necessary to administer our invoice finance facility and collect payments. Any information shared will be processed in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.