

Standard Terms and Conditions of Sale

1. GENERAL The following are the terms and conditions attaching to the acceptance by Total Mast Solutions Ltd of any order placed by any person or organisation body (THE PURCHASER) for sales by the company to the purchaser of any goods, products or services (THE GOODS) which the company offers for sale. These terms shall override any terms and conditions, which the purchaser might seek to impose on the company unless otherwise agreed in writing by a Director of the Company. A contract is constituted by the company's written acceptance of the purchaser's order and no estimate or quotation shall form part of the contract. Where an appointed agent of the company is buying on his own account he shall be deemed to be the purchaser.

2. PRICES All prices accepted are firm and in the currency of the acceptance and are not subject to change if the goods are delivered by the offered delivery date or if delivery has been delayed by mutual agreement between company and purchaser or if delivery has been delayed by reasons on the side of the company unless imposed otherwise on the company's written acceptance of order.

3. DELIVERY All delivery dates given by the company's acceptance of order are given in good faith as being accurate at the time of acceptance but are not guaranteed. The company following any lateness in delivery will accept no penalties, nor will the company following any lateness in delivery of goods accept a withholding of payment or part of payment by the purchaser. All delivery dates given in offers or acceptance of order shall be the date at which the goods are expected to be available for collection by the purchaser at the company's factory of manufacture. No delivery dates shall be deemed to be for delivery to the purchaser or third party's address unless agreed in writing on the company's acceptance of order.

4. PAYMENT Payment for goods shall be made by the purchaser to the company's strictly according to the terms of payment specified on the company's acceptance of order. No discount commissions or penalties shall be attached to the payment without the company's specific agreement in writing before the goods leave the company's premises. Payments when due from the purchaser shall be made to the company at the factory, which is issued the invoice net and free of all costs unless otherwise instructed in writing, by the company.

5. RESALE OF GOODS Where the purchaser resells the goods any terms and conditions of sale accepted by the purchaser from its customer shall not modify the terms and conditions of sale, which apply to the purchaser's contract with the company. It is further a condition of sale to the purchaser that any party to whom a resale is made shall be made aware of the company's terms and conditions in so far as they might relate to any situation that may arise.

6. CANCELLATION OF ORDERS

No order may be cancelled by the purchaser without written consent from the company. All deposits are non-refundable and therefore cancellation will result in loss of all monies already sent to Total Mast Solutions Ltd upon date of cancellation.

7. FITNESS OF GOODS FOR PURPOSE Before a contract is established between the purchaser and the company the purchaser shall satisfy himself from the information given to him by the company that the goods to be supplied are entirely suitable for the purpose required by the purchaser. After a contract is established no consideration will be given to claims by the purchaser concerning any alleged unsuitability of goods supplied if such unsuitability arises from an assumed or inferred quality or fitness for purpose beyond that expressed in writing or in confirmed technical literature published by the company.

8. ORDERS FOR NON STANDARD GOODS where goods ordered have to be specially modified to suit purchaser's wishes or the goods are standard but not in regular production then a prepayment for an amount to be agreed will be made by the purchaser to the company due at the acceptance of order by the company and before any work on the modified goods commences.

9. PACKING OF GOODS prices of goods offered are ex works unpacked. In some cases goods are packed for light storage without extra charge. Where further packing is necessary to ensure safe arrival in good condition at the purchaser's address the company will provide suitable packing at extra cost.

10. TRANSPORT OF GOODS transport free of charge or otherwise is at the responsibility of the purchaser. When requested the company will arrange suitable transport at the expense and responsibility of the purchaser. Unless requested the company will not arrange for goods to be insured after they have left the factory because this is left the responsibility of the purchaser.

11. HANDBOOKS All equipment is supplied with whatever handbooks are available at the time of dispatch and in the English language. Handbooks and other printed matter to special standards or in other languages may be produced when required by the purchaser at a cost to be agreed beforehand with the company.

12. SUB-CONTRACTS The company reserves the right at its discretion to sub-contract any part of a contract, which it so wishes provided the quality of product remains acceptable to the company.

13. OFFSETS OR COUNTERCLAIMS the purchaser shall not seek to issue debit note or counter invoices for any alleged deficiency or shortage without the company's express agreement in writing.

14. GUARANTEE All goods unquestionably guaranteed for 12 months by the company to be free from defects in materials, workmanship and function as defined by the company at the acceptance of purchaser's order.

The company undertakes to replace or repair as it thinks necessary any goods, which prove faulty in any of these respects provided that no modifications have been carried out without the company's knowledge and consent. The period of guarantee is twelve months from supply. In the event of a claim under guarantee being made by the purchaser the company will carry out the work at its factory free of charge. Transport costs to the factory are for the purchaser's account. Redespach of the goods to the purchaser's address will be made by the company's choice of means and at the company's expense. The company shall not be responsible for any labour or consequential costs incurred by the customer due to the fault or alleged fault.

15. COMPLAINTS AFTER DELIVERY Complaints regarding any service provided by the company may be made at any time. Complaints about goods received in damaged condition due to transport should be made to the carrier concerned within 8 days of receipt with a copy to the company. Any other complaints regarding any product provided by the purchaser should be made by calling +44 (0)1509 416972 (UK) or by email sales@totalmastolutions.com All complaints should be addressed in the first instance to the sales department.

16. FORCE MAJEURE If the company is prevented or delayed directly or indirectly from making delivery of the goods or any part thereof on the agreed delivery date or from otherwise performing the contract or any part thereof by reason of Act of God, War, Embargo, Riot, Strike, Lockout, Trade Dispute, Fire, Breakdown, Inclement Weather, Interruption of Transport, Government Action, Non Delivery or Delay in Delivery of materials to the company for the above or any reason outside its control it shall be under no liability whatsoever to the purchaser who shall agree for delivery to be delayed by a period at least equal to that during which the performance of the contract was delayed by reason of any of the aforementioned circumstances.

17. ANNULMENT OF CONTRACT The company's obligations under the contract shall without prejudice to the company's rights at law be annulled should the purchaser remain after reasonable reminding in default payment due to the company or commit any break of the contract or convene a meeting of creditors or be the subject of the appointment of a receiver or liquidator voluntarily or petitioned.

18. VARIATION OF STANDARD TERMS PLUS CONDITIONS OF SALE By agreement between purchaser and company confirmed in writing by both parties any standard term or condition may be changed or withdrawn in respect of a particular contract.

19. SPECIAL CONDITIONS Special conditions, which are supplementary to these terms, and conditions are attached to some products and services offered by the company. When applicable they will be detailed or referred to on the company's offer for sale and acceptance of order.

20. LANGUAGE The official trade language verbal and written to be used between purchaser and company is English. Daily matters may be in language of choice but in the event of disagreement English language shall prevail. Where as a customer service another language is used the factory is not responsible for misunderstandings due to any errors in translation. Where the law of the country of sale requires goods to be marked in particular manner or language it is the purchaser's responsibility that these obligations are fulfilled. The company may give its assistance as appropriate.

21. DISPUTES In the event of disagreement between purchaser and company the matter will be settled according to the law of the land from which the goods are despatched and the company's invoice issued at a court in the district of the company's registered office and all costs pertaining to be to the account of the purchaser.