

TERMS & CONDITIONS OF BUSINESS

1. PRICES - Prices and conditions will be those ruling at time of dispatch, or those stated on our Hire Agreement.

2. DELIVERY - Whilst we will use our best endeavours to adhere as far as possible to any delivery dates furnished, we cannot accept any responsibility for any damage or loss arising from delay in delivery, regardless of the cause of any such delay.

3. SERVICE - Any service or advice offered by us or our agent is rendered in all good faith, but we shall not be liable for any loss or damage arising there from

4. CARRIAGE - Unless otherwise specified, prices are ex-works.

5. LIEN - We shall have a general lien on all goods and property of the customer in our possession in respect of all sums due from the customer to us but unpaid and we shall be entitled on giving 14 days notice in writing to the customer to dispose of such goods or property and to apply the proceeds thereof towards reduction of such debt.

6. EXCLUSION OF LIABILITY - All vehicles or parts of vehicles are left on our premises at the owner's sole and entire risk and in accordance with the following stipulations and conditions.

7. LOSS OR DAMAGE - We shall not be responsible for any loss or damage in consequence of inclement weather or frost condition, fire, theft, trespass, lawful or unlawful moving or driving of vehicles or working upon such vehicles or parts of vehicles or any other damage arising from any cause whatsoever.

8. PAYMENT - Unless a customer has a credit account authorised by us the terms are cash in full upon presentation of invoice. Payment for authorised credit accounts is due 30 days from the date of invoice. We strictly enforce this rule, and retain the right to charge 2% per month compound interest on accounts not settled by the due date, as from the date of invoice.

9. INSOLVENCY OF THE BUYER - If you shall enter into any arrangements with or compound with your creditors or a Receiving Order is made against you or an order is made or a resolution passed for your winding up or a Receiver is appointed by a debenture holder of yours we may (without prejudice to any other rights or remedies available to us under condition 10 or otherwise) stop any goods in transit to you (including any goods on the installation of which we shall then be engaged whether at your premises or elsewhere) and suspend further deliveries of goods until payment for such goods shall have been assured to our satisfaction.

10. TITLE - The title of goods shall not pass on to you until payment has been made of the full contract price and in the case of non-payment we shall be entitled to re-possess or trace goods or the proceeds of the sale in your hands or in the hands of any liquidator or receiver.

11. HIRED PLANT - Unless otherwise specified all our plant is hired out as per CPA Model Conditions for the hiring of plant (with effect from July 2001), a copy of which is attached.

12. DISPUTE RESOLUTION - The specified nominating body to select adjudicators shall be the Construction Plant Hire Association acting by its President or Chief Executive for the time being.

The owner and the hirer shall comply forthwith with any decision of the adjudicator.

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