

## **TERMS AND CONDITIONS OF SALE**

Please consult our terms and conditions below.

### **1. DEFINITIONS**

The "Company", "We", "us" and "our" means Four Horizons Ltd mean Four Horizons Ltd

The "Client", "You" and "your" means the person, firm or company requesting a quotation or placing an order with the Company Herein referred to together as "The Parties", the person or company to which we are providing Services.

"Services" means the engineering and associated services relating to the Customer's Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.

"Works" means any Goods and/or services provided by the Company as ordered by the Client

"Goods" means any materials or products supplied by the Company in order to carry out the Works.

"Site" refers to the agreed place at which the Works are to be carried out

"Customer's Equipment" means the equipment or material belonging to you, or for which you request us to provide services.

### **2. INCORPORATION of CONDITIONS**

2.1 Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward do not apply.

2.2 All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.

2.3 No amendment or change shall be made to these conditions

### **3. APPLICATION**

These terms and conditions apply to any Works and/or Goods supplied by the Company to the Client.

### **4. FORMATION OF CONTRACT**

All Works sold by the Company to the Client are subject to the Company's terms and conditions and these shall take precedence over any terms and conditions referred to on any Client documentation.

### **5. QUOTATIONS**

The prices, quantities and lead-time stated in any quotation by the Company are given as a best commercial estimate based on the information available at the time of quotation, unless otherwise agreed between the Parties.

All quotations are valid for a period of fifteen (15) days from date of quotation unless otherwise stated.

5.1 Our quotation provides an indication to you of the items on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless and until it is accepted or confirmed by us.

5.2 A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable, and may offer you a reconditioned or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.

5.3 Provided your order is placed within fifteen (15) days of the date of the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then you will pay the resultant price.

5.4 If delivery and performance are postponed at your request or by circumstance within your control you will pay all resulting costs and expenses we incur.

5.5 We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees or agents to work overtime to comply with your delivery requirements in which case we may charge you the cost of such overtime. Parking and any other additional charges (if any will be incurred while conducting the work) are NOT included in the total amount of the quotation and will be reflected in the final invoice.

## **6. ORDERS**

Quotations will be deemed to have been accepted and orders firm when one or more of the below have been received by the Company:

- Signed and returned Company acceptance of Quotation form
- Client Purchase Order
- Written confirmation from the Client by way of Fax, Email or Post

## **7. RIGHT TO SUB CONTRACT**

The Company shall be entitled to sub-contract all or any part of the Works, unless otherwise agreed between The Parties.

## **8. LEAD-TIME**

The Company shall make best endeavours to complete the Works within the quoted time. If this is not achievable, the Client will be informed as soon as is practically possible and a revised lead-time will be given.

## **9. RISK OF LOSS, DAMAGE AND RETENTION OF TITLE**

9.1 The risk of loss and damage to the Goods shall pass to the Client immediately upon delivery to the Client or location at which the Works are to be carried out.

9.2 The Company will take all reasonable steps to ensure the protection from loss, damage or destruction during Works carried out for the Client.

9.3 If the Services are to be carried out on your premises or at your request at some other site we will need free and safe access to the customer's Equipment, together with proper and safe storage and protection of all goods, tools, plant and equipment and materials we have on site. In such instances the Client will be informed and should therefore ensure all equipment is covered under the relevant insurance held by the Client. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.

9.4 All Goods shall remain the property of the Company until full payment has been received, when full title will pass to the Client.

## **10. DESIGN DRAWINGS & SPECIFICATIONS**

You shall be responsible for the accuracy of any designs, specifications and other data, which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specifications or other data.

## **11. PAYMENTS**

Unless otherwise agreed with you by us, we will issue an invoice for the full amount due on completion of the Services. Invoices will be due for payment within seven (7) working days from the day on which we despatch the invoice to you. All payments will be in pounds Sterling. The cost of services (labour only, material NOT included) is at 75,00 £ / 1 hour / 1 electrician. The cost of material and parking charges (if any will be incurred while conducting the work) will be reflected in the final invoice

11.1 For Works carried out by the Company with a lead-time longer than 30 days, the Company shall be entitled to issue interim invoices on a fortnightly basis unless otherwise agreed between The Parties. A final invoice shall be issued by the Company to the Client upon completion of the Works.

11.2 All invoices issued by the Company shall be paid by the Client within seven (7) working days of the date of invoice.

11.3 If any amount of an invoice is disputed, the Client shall inform the Company of the grounds for dispute in writing within three (3) working days from date of invoice. During this period of resolution the Client shall pay to the Company the value of the invoice, less the disputed amount, in accordance with these payment terms. Upon settlement of the dispute, any outstanding sum shall be payable in accordance with these payment terms.

11.4 In the event of late payment, where the Client has not issued a dispute in accordance with Clause 11.3, the Company may charge interest on the amount outstanding at a rate of 3% above the Bank of England base rate for each full working day overdue, until the date of payment.

## **12. NOTICES**

Any notice to be given by you or us must be in writing and may be delivered by post or electronic mail. Notices to us should be sent to us at the address stated on our quotation, acknowledgement or invoice. Any notice given to you will be sent to you at the address supplied at the time of order. You and we are free to provide an alternative address for notices at any time. Notices sent by first class post will be assumed to have been delivered two working days after they are sent.

### **13. CANCELLATION**

In the event the Client wishes to cancel an order, they must notify the Company in writing (via electronic mail or by post) as soon as is practically possible. In such instances the Company is entitled to invoice the Client for any losses, including, but not limited to materials, labour, sub-contractor charges and expenses already incurred by the company.

#### **Termination of this Contract by the Company**

We may bring this Contract to an end if you fail to comply with your obligations under this Contract, within seven (7) working days of having been notified by us of the relevant failure. We may also bring this Contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If this Agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract.

### **14. CONFIDENTIALITY**

The Parties shall maintain strict confidentiality and shall not disclose to any third party any information or material relating to the other or the other's business unless prior written agreement has been given.

### **15. WARRANTY**

15.1 We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.

15.2 We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects. The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.

15.3 Unless otherwise agreed, we will rectify defective work and /or defective materials notified to us in writing within six (6) months of the completion of the work and liability for defective work and/or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.

15.4 Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the equipment or in notifying us of any defect in the work.

### **16 LIMITATION OF LIABILITY**

16.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods, including but not limited to, any consequential loss (Including loss of profit and/or revenue or loss of Contracts) or damage arising from or in connection with the Works or Goods supplied. Any liability of the Company shall in any event be limited to the total price of the Works carried out.

16.2 Nothing herein shall limit The Parties liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

16.3 The Client shall fully indemnify The Company against any liability to third parties arising out of the Client's use of the Goods.

#### **17. FORCE MAJEURE**

We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, Acts of God, war, employee strikes, flood and fire, disruption of power supplies, the action of third parties or industrial action.

#### **18. PHOTOGRAPHS**

We reserve the right to take photographs and video of completed works for our records and for use in our portfolio unless requested in writing prior to commencement not to.

#### **19. GOVERNING LAW**

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English courts

Four Horizons Ltd  
30 Notting Hill Gate  
London  
W11 3HX  
Cis number 08047718