

Your attention is drawn in particular to the provisions of clause 9.

1. Definitions

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 13.5.

"Contract" means the contract between the Us and You for the sale and purchase of the Goods in accordance with these Conditions.

"Goods" means the goods (or any part of them) set out in the Order.

"Order" means Your order for the Goods as set out in Your purchase order form or Your written acceptance of Our quotation as the case may be.

"Premises" means Peak Pipe Systems, Smeckley Wood Close, Chesterfield Trading Estate, Chesterfield, S41 9PZ.

"Specification" means any specification for the Goods agreed in writing by Us and You including any related plans and drawings.

"You or Your" means the legal entity purchasing the Goods from Us.

"We, Us and Our" means Peak Pipe Systems Limited (registered in England and Wales under company number 08030086) whose registered office is at ControlPoint House, Carrwood Road, Chesterfield, S41 9QB.

"WEEE Regulations" means the Waste Electrical and electronic Equipment Regulations 2013.

2. Basis of Contract

2.1 These Conditions shall apply to the Contract to the exclusion of all other terms and conditions which You may seek to incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by You to purchase the Goods in accordance with these Conditions. The Order shall be deemed to be accepted by Us when Our authorised representative issues a written acceptance of the Order, at which point the Contract will come into existence. A quotation for the Goods given by Us shall not constitute an offer.

3. Orders and Specification

3.1 You shall ensure that the terms of any Order you submit to Us is accurate. It is Your responsibility to check the accuracy of any Specification or any information in relation to the Goods. You must tell Us in time if there is any correction to be made by You or if there is further information We require to be able to perform the Contract. Any losses or expenses We may incur as a result of your failure to comply with this clause 3.1 shall be payable by You.

3.2 The quantity, description and / or Specification of the Goods shall be set in the Order.

3.3 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Price of the Goods

- 4.1 The price of the Goods shall be the price set out in any quotation issued by Us, or, if no price is quoted, the price set out in Our published price list or export price list (as applicable) in force as at the date of delivery.
 - 4.2 The price quoted to You for the Goods is valid for 30 days from the day the quote was given. Upon expiry of this 30 day quotation period We may alter the price without giving You notice.
 - 4.3 We reserve the right to increase the price of the Goods by written notice at any time before we deliver the Goods to You to reflect any increase in costs to Us that is due to any factor beyond Our control (including but not limited to currency fluctuations, increases in taxes and duties or significant increases in the costs of labour and/or materials and other manufacturing costs).
 - 4.4 We reserve the right to increase the price of the Goods where:
 - 4.4.1 You change the delivery dates, quantities or types of the Goods required, or the Specification; or
 - 4.4.2 Your instructions or failure to give Us adequate instructions or information causes Us delay.
 - 4.5 Unless otherwise agreed in writing by Us or stated in Our quotation or in the relevant price list, all prices are quoted on the basis that You shall collect the Goods from Our Premises. If We agree to deliver the Goods to a site other than Our Premises We shall confirm this in writing and You shall be liable to pay our costs associated with such delivery which may include packaging, insurance and transportation costs.
 - 4.6 The price of the Goods is exclusive of amounts in respect of VAT, which shall be additionally payable by You, unless otherwise specified.
5. Terms of Payment
- 5.1 We may invoice you for the price of the Goods at any time after We have either delivered the Goods to you in accordance with clause 6.2, or have notified You that the Goods are available for collection by You in accordance with clause 6.1, even where You have failed to take possession of them.
 - 5.2 You must pay the invoice in full by cash or cleared funds by the due date and shall not make any deduction for any reason. Should You fail to pay any invoice to Us by the due date then all other invoices immediately become due and payable whether they are otherwise overdue or not.
 - 5.3 Our terms of payment are payment by:
 - 5.3.1 the 25th calendar day of the month following the month in which We delivered the Goods to You if You are paying by cheque;
 - 5.3.1 the last calendar day of the month following the month in which We delivered the Goods to You if You are paying by bacs transfer or cash; or

- 5.3.3 the 60th calendar day following the end of the month in which We delivered the Goods to You if We have expressly agreed to this in Our acceptance of the Order and you are paying by bacs transfer.
 - 5.4 If You fail to pay on or by the due date in full by cash or cleared funds, We have a number of rights and remedies, which include the right to terminate the Contract without liability to You and/or not to make any further delivery of the Goods to You.
 - 5.5 We shall only issue You a receipt if you ask for one.
 - 5.6 If You have more than one Order with us, and You are making payments under those Orders, We may allocate those payments against any of those orders We wish rather than how You allocate the payments.
 - 5.7 Where payment is made by bacs transfer payment shall be made to the bank account nominated in writing by Us. Time of payment is of the essence.
 - 5.8 If You fail to make payment due to Us under the Contract by the due date for payment, We may charge You interest on any unpaid sums at the rate of 8% per annum above the Bank of England's base rate from time to time or at such rate as may be specified under the late Payment of Commercial Debts (Interest) Act 1998 (as amended) if higher. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
 - 5.9 We may extend credit to You at our absolute discretion. We will notify You of any changes to your credit limit and the terms upon which this credit is extended from time to time.
 - 5.10 We reserve the right to decline Orders for Goods and / or suspend or withhold the delivery of Goods if this would result in You exceeding Your credit limit or the credit limit is already exceeded.
6. Delivery
- 6.1 Unless otherwise agreed in writing You shall collect the Goods from our Premises (or such other location as We may advise You prior to delivery) within 3 Business Days of Us notifying You that the Goods are available for collection. Delivery of the Goods shall be deemed to have been completed at 5.00pm on the third Business Day after the day on which we notify You that the Goods are ready for collection.
 - 6.2 If We agree in writing to deliver the Goods to a site other than Our Premises, delivery shall be deemed to have occurred upon the arrival of the Goods at such site (even where You fail to take receipt).
 - 6.3 Any date or time given to You by Us for delivery is a guide only and You shall not have the right to cancel the Contract if We deliver the Goods but do not deliver the Goods to You on the agreed date or time. We shall not pay You any compensation and You shall not have any remedy for late delivery and time of delivery shall not be of the essence.
 - 6.4 We shall be entitled to deliver the Goods to You earlier than the date agreed if We give You reasonable notice.

- 6.5 You shall not be entitled to reject the Goods if We deliver up to and including 15% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from You that the wrong quantity of Goods was delivered. If You do not want any excess Goods delivered then You shall make such excess available to Us for collection at your premises which We shall collect at Our convenience. Until such time as the excess Goods are collected they shall be stored at Your risk and expense.
- 6.6 We may deliver the Goods by instalments, and each instalment shall be invoiced and paid for separately. Each instalment shall be treated as a separate Contract. Any delay in delivery of or defect in an instalment shall not entitle You to cancel any other instalment.
- 6.7 We shall have no liability to You if We fail to deliver Goods to You due to reasons beyond Our reasonable control or to the extent that such failure is caused by Your failure to provide Us with adequate delivery instructions or other instructions that are relevant to the supply of the Goods.
- 6.8 If We fail to deliver Goods to You due to Our own fault, Our liability shall be limited to the difference between the cost of any replacement goods of similar description and quality purchased by You less the cost of the Goods, provided that You bought replacement goods from the cheapest available source and You provide us with written evidence of Your quotations and subsequent purchase.
- 6.9 If You fail to either collect the Goods within 3 Business Days of receiving notification from us that the Goods are ready for collection, accept the Goods upon delivery to the delivery destination specified by You, or give us adequate delivery instructions before the time for delivery of the Goods, then without prejudice to Our other rights and remedies We shall be entitled to:
- 6.8.1 store the Goods until delivery takes place and You shall pay all of Our costs associated with the storage including insurance; or
- 6.8.2 resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods. You shall also pay interest as set out within these Conditions on the shortfall.
- 6.10 You shall be responsible for the transportation of any Goods requiring disposal by Us under the WEEE Regulations.
- 6.11 Upon receipt of the Goods from you in accordance with clause 6.11 above, we shall dispose of the Goods in accordance with our obligations under the WEEE Regulations.
7. Risk and Property
- 7.1 Risk in the Goods shall pass to you upon delivery.
- 7.2 Subject to clause 7.4, title to the Goods shall pass to You when We receive payment in full in cleared funds for the Goods, and until such time the Goods shall belong to Us.

- 7.3 Subject to clause 7.4, if You have ordered Goods and receive them in instalments, You shall not own any of the Goods until You have paid Us in full in accordance with clause 5 for each instalment of the Goods.
- 7.4 You may resell the Goods through an arm's length transaction undertaken in the ordinary course of business (but not otherwise) before payment is made to Us, in which case title to the Goods shall pass to You immediately before the time at which such resale occurs.
- 7.5 Until title to the Goods has passed to You, the Goods shall be stored separately from any products or goods belonging to You or any third party and must be clearly marked and identified as being Our property. You agree that Our employees and/or agents shall be entitled to enter Your premises upon reasonable notice and during normal working hours to check compliance with this clause 7.5.
- 7.6 Until title in the Goods passes to You, You shall not use the Goods as any form of security for any indebtedness or otherwise encumber, pledge or charge the Goods.
- 7.7 If before title in the Goods has passed to You, You:
- 7.6.1 fail to pay the price for the Goods in full by the due date for payment;
 - 7.6.2 become subject to any of the events listed in clause 12.1.2 to 12.1.9; or
 - 7.6.3 seek to encumber, pledge or charge the Goods

or it appears to Us acting reasonably that You are about to do or suffer any of the above events, then, without prejudice to any of Our other rights and remedies, We may immediately terminate Your right to use or re-sell the Goods, and require You to return to Us all Goods which have not been re-sold or irrevocably incorporated into another product. If You fail to do so promptly, You agree that We may enter any premises whether Yours or a third party's to recover the Goods.

- 7.8 Until legal title to the Goods has passed to you, you shall maintain the Goods in satisfactory condition and keep the Goods insured for the price at which they were sold to You against all normal risks, and shall account to Us for any proceeds of such policy of insurance upon receipt of the same. Any monies received from You by Us in accordance with this clause 7.8 shall not discharge your liability to pay the price for the Goods or any other sums payable to Us in accordance with the Contract, but shall be set off against any such liability.

8. Warranties

- 8.1 We warrant that on delivery and for a period of 12 months from date of delivery the Goods shall conform in all material respects with their description and be free from material defects in design, material and workmanship.
- 8.2 Subject to clauses 8.3 and 8.4, where the Goods do not comply with the warranties in clause 8.1 We shall, at our option, either repair replace the Goods (in whole or in part) free of charge, or refund the price of the Goods or a proportionate part of the price. We shall have no other liability to You in respect of the Goods' failure to comply with these warranties.

- 8.3 You must notify Us within seven days of discovery that some or all of the Goods do not comply with the warranty set out at clause 8.1, and if the defect was noticeable upon reasonable inspection at time of delivery, then You must notify Us within seven days of date of delivery. If You do not notify Us of any claim for breach of the warranties in clause 8.1 within these timescales, We shall not be liable to compensate You for any such breach and You will be required to pay for the Goods in full.
- 8.4 We will not be liable for the Goods' failure to comply with the warranties set out in clause 8.1 in any of the following circumstances:
- 8.4.1 You asked Us to make the Goods according to Your instruction or Specification and the defect is due to such instruction or Specification;
- 8.4.2 the defect arises as a result of fair wear and tear, wilful damage, Your negligence, or abnormal storage or working conditions;
- 8.4.3 You fail to follow Our or the manufacturer's written or oral instructions regarding use, storage and maintenance of the Goods; or
- 8.4.4 You repair or alter the Goods without Our written consent.
- 8.5 Subject to the provisions of clause 9.1.3 the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and all other statutory warranties and conditions are, to the fullest extent permitted by law, excluded from the Contract.
- 8.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Us.
9. Limitation of Liability
- 9.1 Nothing in these Conditions shall limit or exclude Our liability for:
- 9.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 9.1.4 defective products under the Consumer Protection Act 1987; or
- 9.1.5 any other liability that cannot be excluded or restricted by law.
- 9.2 Subject to clause 9.1:
- 9.2.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 9.2.2 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of all sums payable by You under the Contract.

10. Force Majeure

10.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under the Contract as a result of any breakdown of plant or apparatus, fire, flood, earthquake, war, civil commotion, explosion, malicious damage, accident, industrial or labour dispute (including strikes and lock outs), compliance with a law or governmental order, delays by suppliers or materials shortages, or any other event or cause beyond its reasonable control the requirement to comply with its obligations will be suspended for as long as, and to the extent that, performance is prevented, hindered or delayed by that event.

10.2 If the suspension continues for more than 30 days either party may terminate the Contract by giving not less than 30 days' notice in writing to the other. If the suspension comes to an end during that notice period the notice of termination will immediately be extinguished and ineffective and the Contract will continue as if it had never been served.

10.3 Notwithstanding the foregoing provisions of this clause 10, nothing will excuse You from Your payment obligations under the Contract.

11. Indemnity

11.1 You agree to indemnify Us and keep Us indemnified against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by us and arising out of:

11.1.1 any claim made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection our use of any Specifications supplied by You;

11.1.2 any breach of Contract, tortious act and/or omission or breach of statutory duty by You; and

11.1.3 any cancellation by You of an Order without our prior written consent.

11.2 This clause 11 shall survive termination of the Contract.

12. Termination

12.1 Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect upon written notice to You if:

12.1.1 You commit a material breach of any term of the Contract (being a single event or a series of events which together constitute a material breach), which is incapable of remedy or which if capable of remedy has not been remedied by You within 14 days of receipt of a written notice identifying the material breach and requiring it to be remedied;

- 12.1.2 You enter into an arrangement, compromise or composition in satisfaction of Your debts with Your creditors or any class of them;
 - 12.1.3 You suspend, or threatens to suspend, payment of Your debts, or are unable to pay Your debts as they fall due;
 - 12.1.4 You pass a resolution or make a determination for You to be wound up (except for the purposes of a solvent amalgamation or reconstruction);
 - 12.1.5 You have a winding up order or bankruptcy order made against You;
 - 12.1.6 You appoint or have an administrator appointed of You;
 - 12.1.7 You have a receiver or administrative receiver appointed of You or of the whole or any part of Your assets;
 - 12.1.8 You cease or threaten to cease to carry on the whole or a substantial part of Your business or it is dissolved; or
 - 12.1.9 You suffer any event or takes any step analogous to the events or steps set out in clauses 12.1.2 to 12.1.7 inclusive in any jurisdiction other than England and Wales.
- 12.2 For the purposes of clause 12.1 failure by You to pay sums due under the Contract shall constitute a material breach. This is in no way intended to indicate that a breach of any other clause would be a non-material breach.
 - 12.3 Without limiting Our other rights or remedies, We may suspend provision of the Goods under the Contract or any other contract between Us and You if You become subject to any of the events listed in clause 12.1.2 to 12.1.9 or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under the Contract on the due date for payment.
 - 12.4 Termination of the Contract will not prejudice any obligations or rights or remedies of either of the parties which have accrued before termination or expiry and shall not affect any provision of these Conditions which is expressly, or by implication, intended to come into effect on, or to continue in effect after, such termination or expiry.
 - 12.5 Upon termination of the Contract all monies owed by You to Us shall become immediately due and payable.
13. General
- 13.1 If either party wants to serve a notice on the other party that notice must be in writing and sent to any premises that have been identified as the place for the service of notices. If no place has been identified then notice may be sent to the registered office or principal place of business of the other party.
 - 13.2 Any delay or failure by a party in exercising, or any waiver by a party of, its rights under or in connection with the Contract will not limit or restrict the future exercise or enforceability of those rights.

- 13.3 The rights and remedies under the Contract are in addition to and, except where otherwise expressly provided in the Contract, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.
- 13.4 If any provision (or part of any provision) of these Conditions is, or becomes illegal, invalid or unenforceable in any respect: (a) it will not affect or impair the legality, validity or enforceability of any other provision of these Conditions; and (b) that provision (or part provision), will be deemed deleted.
- 13.5 Except as set out in these Conditions, no variation of the Contract will be valid unless it is in writing and signed by Us.
- 13.6 The Contract and any dispute or non-contractual obligation arising out of or in connection with it will be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract and these Conditions.
- 13.7 You shall not assign or otherwise transfer all or any of Your rights, duties or liabilities under or in connection with the Contract without Our written consent. We may assign or otherwise transfer all or any of Our rights, duties or liabilities without Your consent.
- 13.8 You shall not sub-contract the performance of any of Your obligations under the Contract without Our prior written consent and You will be responsible for all acts and omissions of all of Your permitted sub-contractors as if they were Your own.
- 13.9 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.