

ANT HIRE LIMITED
TERMS OF SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS

- "Contract" means the contract for the sale and purchase of the Goods or the Repair Services.
"Customer" means the customer placing an order for Goods or Repair Services with the Company.
"Company" means Ant Hire Ltd, and its subsidiary companies.
"Goods" means all goods which are subject to the Customer's order which are to be supplied to the Customer by the Company under these Terms.
"Services" means the services and/or work (if any) to be performed by the Company for the Customer in conjunction with the sale of the Goods.
"Repair Services" means the repair and/or maintenance services and/or work (if any) performed by the Company for the Customer.

2. ORDERS

- 2.1 The Company shall sell and the Customer shall purchase the Goods, Services and Repair Services in accordance with these Terms, which shall govern the Contract to the exclusion of any other Terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Customer.
- 2.2 No variation to these Terms shall be binding on any current Contract unless agreed in writing between the authorised representatives of the Company and the Customer.
- 2.3 There shall be no binding agreement between the Customer and the Company until the Customer's order has been accepted by the Company.
- 2.4 The Customer accepts that these Terms and any specific details stated on its accepted order constitute the entire understanding between the parties and supersede any prior promise, representation, undertaking or understanding of any kind.
- 2.5 All orders are accepted subject to the availability of the Goods.
- 2.6 No order which has been accepted by the Company may be cancelled or amended by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

3. PRICES

- 3.1 Unless otherwise expressly agreed in writing the Goods shall be sold and invoiced at the Company's current prices at the date of dispatch. Catalogues, price lists and other advertising material are provided for illustrative purposes only.
- 3.2 Repair Services and Services shall be provided at the Company's current prices. The Customer will pay any additional charges as are agreed between the Company and the Customer for the provision of the services or which, in the Company's sole discretion, are required as a result of the Customer's instructions or lack of instructions or any other cause attributable to the Customer.
- 3.3 Unless otherwise agreed in writing prices do not include delivery and taxes and such costs shall be payable by and invoiced to the Customer.
- 3.4 The Company reserves the right to revise prices to take into account increases in any costs of providing the Goods, Repair Services or Services which occurs between the date of order and delivery.

4. DELIVERY AND SERVICES

- 4.1 It is the responsibility of the Customer to collect the Goods from the Company, unless the Company agrees to deliver.
- 4.2 Dates and times quoted by the Company for delivery, if any, are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages.
- 4.3 The Customer shall notify the Company of any claim for short delivery and/or damage to Goods within 24 hours of delivery and shall confirm such claims in writing to the Company within 5 working days from the date of delivery. All Goods are deemed delivered and completed if such notice is not received within such period.
- 4.4 Risk in the Goods sold by the Company shall pass on delivery or collection by the Customer or its agent, whichever is the earlier, but should the Company agree to collect or deliver any goods in order to carry out Repair Services the Company shall not be liable for any loss or damage to such goods while in transit.
- 4.6 Where the Company provides Services the persons performing the Services shall be under the direction and control of the Customer and shall for all purposes in connection with their employment in the working of the Goods be regarded as the servants or agents of the Customer. The Customer shall be solely responsible for all claims arising in connection with the operation of the Goods by the said persons, except to the extent that the persons performing the Services are negligent.
- 4.6 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:
- 4.6.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- 4.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

5. PAYMENT

- 5.1 All invoices are payable within 30 days of the invoice date unless otherwise agreed by the Company. The Company reserves the right, however, to require the Customer to pay for Goods in advance at its sole discretion, in which event the Company will inform the Customer of the requirement at the time of the order.
- 5.2 Time is of the essence with regard to payment of any sums due to the Company.
- 5.3 The Customer shall not be entitled to withhold payment of any amount due to the Company in respect of any claim for damage to Goods or any alleged breach of contract by the Company nor shall the Customer be entitled to any right of set-off.

- 5.4 Without prejudice to the Company's other rights if the Customer fails to pay any amount on the due date:
- 5.4.1 the Company shall have the right to cancel any contract made with the Customer and/or to suspend deliveries;
 - 5.4.2 the Company reserves the right to charge interest on a daily basis on overdue amounts at the rate of 4% above the base rate of the Company's bank or the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable);
 - 5.4.3 the Customer shall indemnify the Company and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;
 - 5.4.4 the whole of the balance then outstanding to the Company by the Customer on any account whatsoever shall become immediately due and payable.

6. TITLE

The Company shall retain title to all Goods delivered to the Customer or any part thereof unless and until the Customer has paid all sums owing to the Company in cash or cleared funds. While any amount remains outstanding to the Company the Customer shall keep the Goods as fiduciary bailee for the Company and shall bear the sole liability for insurance of the Goods and shall indemnify the Company for any loss suffered or incurred by the Company arising out of any failure to insure such Goods.

7. WARRANTIES AND LIABILITY

- 7.1 The Company warrants that Goods which have been manufactured by the Company will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from delivery.
- 7.2 The warranty in Clause 7.1 is given by the Company subject to the following conditions:
- 7.2.1 the Company shall be under no liability in respect of any defect in the Goods arising from any specification supplied by the Customer;
 - 7.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - 7.2.3 the Company shall be under no liability under any warranty if the total price for the Goods has not been paid by the due date for payment;
 - 7.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- 7.3 The Company warrants that the Repair Services will be provided using reasonable care and skill. The Company shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from any data, materials or information provided by the Customer or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 7.4 Where the Company supplies any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purposes or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods.
- 7.5 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.
- 7.6 A claim based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 2 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 2 days of discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 7.7 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Terms, the Company may replace or repair the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), in which case the Company shall have no further liability to the Customer.
- 7.8 Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under an express term, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods, Services or Repair Services (including any delay in supplying or any failure to supply in accordance with the Contract or at all) or the use or resale of the Goods by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed, except as expressly provided in these Terms, the following amounts:
- 7.8.1 the price of the Goods or £20,000, whichever is less, in respect of liability for Goods sold and Services rendered;
 - 7.8.2 the Company's charges for the Repair Services multiplied by two, in respect of liability for Repair Services rendered;
 - 7.8.3 if clause 7.8.2 is held unenforceable for any reason by any court or tribunal, the net book value of the goods in question or £20,000, whichever is less, in respect of liability for Repair Services rendered.

8. CONSUMERS' RIGHT TO CANCEL

If you are a consumer (as defined in The Consumer Protection (Distance Selling) Regulations 2000) and you place an order by means of the internet, telephone or fax, you have the right to cancel your order in respect of any non-perishable Goods not made to your order, at any time up to the end of 7 working days after you receive these Goods. A working day is any day other than weekends and bank or other public holidays. To exercise this right, you must give written notice to us at the address given on our website, giving details of the Goods ordered and (if delivered) their delivery. If you exercise your right of cancellation after the Goods have been delivered to you, you will be responsible for returning the Goods to us at your own cost. The Goods must be returned in their original packaging and condition, and you must enclose the date of the order and your name and address with the package. You must ensure that the Goods are not damaged in the meantime or in transit. Once you have notified us that you are canceling the Contract in respect of these Goods, we will refund or recredit you within 30 days for any sum that has been paid by you or debited from your credit card for these Goods. If you do not return the Goods as required, we may charge you a sum not exceeding the direct costs of recovering the Goods. This clause 8 shall not apply to orders for Goods where such Goods cannot easily be sold to other customers.

9. INSOLVENCY OF THE BUYER

In the event that-

- the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- the Customer ceases, or threatens to cease, to carry on business; or
- the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then, without limiting any other right or remedy, the Company may cancel the Contract or suspend any further deliveries under it without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable.

11. GENERAL

- 11.1 The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of its obligations if the delay or failure was due to any cause beyond its reasonable control.
- 11.2 If any provision or any part of these Terms is deemed to be illegal void or unenforceable for any reason then such provision or part shall be deemed to be severed from the remaining provisions or parts, which shall remain in full force and effect.
- 11.3 Upon termination of the Contract the provisions of Clauses 5.4.2 and 5.4.3 shall continue in full force and effect.
- 11.4 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.
- 11.5 No waiver by the Company of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the Contract.
- 11.6 No third party shall have any rights to enforce the Contract.
- 11.7 The laws of England shall govern the Contract and the parties submit to the non-exclusive jurisdiction of the English courts.