



**C&P Engineering Services Limited (“The Company”)
Terms and Conditions of Sale for Goods and Services**

1 DEFINITIONS

In these terms and conditions of sale (“these Terms”), unless the context requires otherwise, the following words shall have the following meanings:

“Brexit” means the United Kingdom’s (UK) withdrawal from the European Union (EU).

“Client” means the company, firm, body or person who agrees to acquire the Services from the Company subject to the Contract;

“The Company” means C&P Engineering Services Limited, company registration number 01140574 having its registered office at Gorseinon Road, Gorseinon, Swansea SA4 9GE;

“Contract” shall mean any contract between the Company and the Client for the provision of the Services incorporating these Terms and Conditions;

“Force Majeure Event” means any event beyond the reasonable control of a party to the contract including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm;

“Order” means a purchase order in respect of Services issued by the Client to the Company;

“Services” means the supply of engineering works and/or services to be performed by the Company for the Client in accordance with the Contract;

“Goods” means materials and/or equipment to be provided by the Company to the Client in accordance with the Contract.

2 APPLICABILITY OF THESE TERMS AND CONDITIONS OF SALE

Subject to any variation agreed in writing by the Company, the Contract shall be let subject to these terms and conditions to the exclusion of all other terms and conditions whether expressly made or implied.

3. PREMISES AND FACILITIES

3.1 The Client shall arrange for or grant the Company access at all reasonable times to premises/site as may be necessary for the provision of the Services.

4. VARIATIONS

4.1 If the Client requires any reasonable alteration, addition or omission to the Services (hereinafter referred to as a “Variation”) the Company shall identify the impact of the Variation on the Services and the cost thereof in writing within a reasonable period of receipt of the Client’s written request. The Contract shall remain unchanged unless and until the parties agree any Variation in writing.

5. MISTAKES IN INFORMATION

5.1 If additional costs or delay are directly occasioned by any discrepancies, errors or omissions in the information and decisions supplied to the Company by the Client, the Client shall pay any such additional costs to the Company and shall allow an extension of time for completion of the Services.

6. COMPANY’S OBLIGATIONS

6.1 The Company shall exercise all reasonable skill, care and diligence in the performance of the Services and agreed Variations.

7. ASSIGNMENT AND SUBCONTRACTING

7.1 The Company shall not subcontract or assign any part of the Services without the written consent of the Client, which shall not be unreasonably withheld.



8 NOTICES

8.1 Any notice under or in connection with the Contract shall be in writing and shall be delivered personally or sent by first class post prepaid recorded delivery or by e-mail to the party due to receive the notice or communication at its registered address or such other address as agreed in writing.

8.2 In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given:

8.2.1 if delivered personally, when left at the registered office address of the Client or the Company

8.2.2 if sent by pre-paid first class mail, two days after posting (excluding Saturdays, Sundays, and bank and public holidays (exclusive of the day of posting)); or

8.2.3 if sent by email on a working day prior to 4.00pm at the time of transmission and otherwise on the next working day.

8.3 In proving service (without prejudice to any other means):

by post it shall only be necessary to prove the notice or document was contained in an envelope properly stamped and posted as provided in this clause;

8.3.2 by email that the notice or document was duly received by production of a delivery report.

9. CHARGES AND TERMS OF PAYMENT

9.1 Payment will be made within 30 days of submission of an application for payment/invoice subject to the successful setting up of a credit account. Credit account requirements will include credit reference agency checks. Should credit application be unsuccessful, invoicing and payment shall be on a pro-forma basis.

9.2 If the payment of any sum due under this Contract is delayed, the Company shall be entitled to charge daily compounded interest of 2% per week above the base rate of Barclays Bank PLC for the time being in force and to suspend performance of the Services provided that no such suspension may take place unless the Company shall have given written notice requiring payment on an overdue sum within 7 days and the Client shall have failed to comply with such notice.

9.3 If any part of an application for payment/ invoice is disputed or queried by the Client, the payment of the remainder of the application for payment/invoice shall not be delayed.

9.4 All payments will include VAT at the prevailing rate.

9.5 All payments shall be made by the Client without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

9.6 Where contract work is to be performed over a period in excess of one calendar month the value of work carried out shall be ascertained by the Company at the end of each calendar month and (unless the Contract expressly provides) a sum equal to such value (or any percentage thereof or a milestone as specified in the Contract particulars) shall be detailed on an application for payment and such application for payment shall be paid in accordance with the foregoing provisions of this clause.

9.7 Without prejudice to any other rights the Company may have, failure by the Client to pay any account in accordance with the foregoing terms or other terms specified in the Contract shall entitle the Company, without notice, to suspend work both on the same Order and on any other order from the Client.

9.8 If the Client is in default and has not paid the Company's account (including any instalment) on the due date then without prejudice to its rights the Company shall be entitled to treat that failure to pay as a repudiation of the Contract entitling the Company to recover damages for such breach and the Company reserves the right to charge daily compounded interest on all or any outstanding sums at the base rate of Barclays Bank PLC in force at that time plus two per cent per week up to and including the date on which final settlement is actually made. Any discounts offered of any kind are conditional upon the prompt payment of the Company account in accordance with the Contract and such discounts are automatically withdrawn in the event of payment becoming overdue.

9.9 The Company reserves the right, where genuine doubts arise as to a Client's financial position or in the case of failure to pay for any services or any instalment as aforesaid, without notice, to



suspend delivery or performance of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

9.10 The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by the Client has been met on presentation and in cleared funds into the Company's bank account.

9.11 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

10 PRICES

Where the price for the Services is varied and confirmed in writing by the Company the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

The Company's quoted prices do not include any Value Added Tax which will be chargeable at the appropriate rate in addition to the quoted prices. Clients should arrange to submit their claims in respect of allowable repayments of Value Added Tax direct to HM Revenue and Customs.

The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

11 EXTENSION OF TIME AND ADDITIONAL COST

11.1 If the Company is delayed or impeded in the performance of its obligations by any act or omission of the Client, its servants or agents, the Company shall be entitled to be paid any additional costs thereby incurred with an allowance for profit and, where appropriate, be allowed a reasonable extension of time in which to complete any outstanding Services.

12. FORCE MAJEURE

12.1 If the Company is delayed in the performance of the Services by circumstances beyond its reasonable control, the Company shall give immediate written notice of that fact to the Client and shall be entitled to an extension of time for the completion of the Services. If the Services are so delayed by more than 45 days after the date of the notice, or such other period as the parties may agree, either party may terminate the Contract by giving written notice to the other party. In the event of such termination, the Company shall be entitled to that part of the Charges applicable to the Services provided prior to the receipt of the written notice of termination, including costs that are reasonably incurred in expectation of the Services continuing and any additional costs reasonably incurred in terminating the services.

13. TERMINATION

13.1 If either party is in breach of its obligations under the Contract and fails to remedy such breach within 14 days (or such longer reasonable period as may be agreed by both parties) of receiving a written notice to remedy the breach, then the Contract can be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.

13.2 If either party shall become insolvent or bankrupt, or have a receiving order or administration order made against it or compound with its creditors or, being a corporation, commence to be wound up (not being a members' voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, the other party shall be at liberty either:

a) to terminate the Contract forthwith by notice in writing to the other or to the administrative receiver or administrator or liquidator or to any person in whom the Contract may become vested, or

b) to give such administrative receiver, administrator, liquidator or other person the option of carrying out the Contract subject to their providing of a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.

13.3 The Client may not terminate this Contract without the consent of the Company, which if given shall be deemed to be on the express condition that the Client shall indemnify the Company against all loss, damage, claims or action arising out of such termination unless otherwise agreed in writing.



14 ORDERS AND CONCLUSION OF CONTRACT

14.1 Each Order or acceptance of a quotation for Goods or Services by the Client from the Company shall be deemed to be an offer by the Client to buy Goods or Services subject to these Terms and Conditions. The Client shall ensure that the terms of its Order and any applicable specification, drawings and the like are complete and accurate.

14.2 Any quotation is given on the basis that no Contract shall come into existence until the Contract is concluded by the posting or faxing of the Company's written acceptance to the Client to an address or facsimile number indicated in the Client's Order or otherwise.

14.3 The Company will not be bound by any prices, specifications, delivery dates or other particulars unless they are expressly confirmed in writing in the Company's acceptance.

14.4 All Orders, acceptances, additions, amendments and supplementary agreements will be ineffective unless confirmed in writing by the Company.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract shall vest in the Company. The Client shall have a worldwide, non-exclusive, non-transferable, royalty-free licence to use, and have used, that intellectual property for its intended purpose.

16 INVALIDITY

16.1 The invalidity, illegality or unenforceability of any term or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.

17. ARBITRATION

17.1 Any dispute or difference which may arise between the Client and the Company arising out of or in connection with this Contract which cannot be settled amicably shall be referred to a single arbitrator to be agreed between the Client and the Company, or, failing such agreement within fourteen days, to be nominated by the President for the time being of the Centre for Effective Dispute Resolution (CEDR).

18 JURISDICTION; APPLICABLE LAW; SEVERABILITY

18.1 The Contract is governed by and construed in accordance with the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

18.2 If any term or other provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in accordance with the laws of England and Wales, all other terms, provisions and conditions of this Contract shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible.

19 VARIATION AND WAIVER

19.1 The Company shall not be bound by any variation, waiver of or addition to these terms and conditions except as agreed by both parties in writing and signed on their behalf by their duly authorised representatives.

19.2 The failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

19.3 Variation to the terms of payment of this Contract can only be made by mutual agreement in writing between the parties prior to the placing of an Order.



20 BREXIT

20.1 Should trading conditions change as a result of Brexit at a time between the submission of a quotation to the Client and the completion of the work to which the Contract applies, the following conditions shall apply:

20.1.1 Any trade tariffs on goods imported to the UK or exported to the EU and that form part of the Contract shall become payable by the Client.

20.1.2 The price submitted to the Client shall be at the Pound Sterling (GBP)/Euro (EUR) exchange rate applicable at close of business on the date of issue of the quotation as published by the Bank of England, this shall be the base date for currency fluctuation adjustments. Any fluctuations in the rate at the time(s) of payment shall be subject to adjustment for price increase/decrease in excess of 2% when compared to the exchange rate at the base date. Any price increase or decrease applicable at the time of payment becoming due shall be subject to adjustment for such fluctuations in exchange rates between Pound Sterling (GBP) and the Euro (EUR) in accordance with this condition.

20.2 Any statutory requirements applicable at the date of this agreement and which are materially changed or revoked as a result of Brexit and which result in either the Client or the Company or any of the Company's suppliers being prevented by law to comply with its contractual obligations under this Contract shall entitle the Client or the Company to terminate the Contract on a non-fault basis. Should this occur, the Client shall be liable for the Company's costs accrued up to the date of such termination as can be substantiated by the submission to the Client of all relevant timesheets, purchase orders and supplier invoices.