

Terms and Conditions of Trade

Introduction

The following Conditions apply to the sale of materials or equipment, and to the hire, servicing or repair of goods supplied, repaired or serviced by RLT Group Global Ltd – hereinafter called ‘the Company’. No alterations or additions to, nor exclusion of, any part of these conditions shall be valid in law unless specifically agreed in writing by a partner of the Company. Nothing in the Buyer’s Terms of Purchase shall override, cancel or modify any of the Company’s Terms and Conditions of sale. Throughout these Conditions ‘the Company’ also means and includes RLT Group Global Ltd.

Meanings

‘Buyer’ herein shall include buyer, hirer, lessee, owner or any other person who is in charge of goods supplied by the Company. ‘Goods’ shall include materials, equipment, spare parts and any other items supplied, serviced, repaired, loaned or hired by the Company.

Prices & Terms of Payment

Charges for goods or services supplied by the Company shall be paid in full on or before delivery or completion, unless the Buyer has an account with the Company.

An application for the opening of a credit account with the Company shall include an undertaking by the applicant that he/she has read and agreed to the Company’s Terms and Conditions herein. Where the Buyer has an account, payment shall be made 28 days following date of invoice, unless otherwise agreed in writing. The Company may at its absolute discretion close the Buyer’s account at any time and any balances due shall be paid immediately by the Buyer to the Company.

Legal Ownership and Retention of Title

The property in the title to goods supplied by the Company shall remain within the Company until (a) the buyer shall have paid the price plus VAT in full and (b) no other sums whatever shall be due from the buyer to the seller.

In the event of non-payment of sums due to the Company from the buyer, the Company shall be entitled to enter the buyer’s premises and to physically repossess and remove there from goods supplied by the Company, for which payment has not been received. It will be assumed that where the buyer purchases similar goods from the company on a regular basis that a stock rotation system has operated and goods still held relate to invoices still outstanding for which full payment and VAT hasn’t been made.

Specification of Goods, Defects

It is the responsibility of the Buyer to examine goods supplied by the Company and to identify defects in materials and/or workmanship which might cause damage or injury. Illustrations, descriptions, weights and measurements shall be taken by the Buyer as guide only, and are not binding in detail. The Company reserves the right without notice and without affecting validity of the

Contract to make such changes in materials, dimensions and design as are reasonable and desirable.

Installation

In respect of goods supplied to the Buyer by the Company, the Buyer shall be responsible for installation in accordance with the Company’s instructions and shall ensure that such instructions have been obtained from the Company. Failure to install the goods in the manner prescribed in the instructions supplied by the Company will invalidate the Company’s responsibility for damage caused to or by the goods.

Advice, Information and Opinion

Advice, information and opinion given by any Partner, Employee or Agent of the Company is given without legal responsibility. Any recommendations or suggestions made by the Company relating to the use of goods, whether in technical literature or in response to specific enquiry, is made in good faith, but it is for the Buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.

Limit of Liability

The Company shall not be liable for damage to injury caused by its goods or workmanship beyond replacement of the goods or work on verification of the Buyer’s complaint. The Company shall not be liable for any consequential loss caused by its failure or delay in supplying, servicing or repairing goods, whether the loss arises from the actions or omissions of the Company, its employees, agents or subcontractors.

Deliveries

Any time named by the Company for the delivery of its goods is an estimate only, and while every effort will be made to deliver on time the Company will not be liable for any consequences of a delay in delivery. Claims by the buyer or damage during transit or for shortages must be made by the Company in writing within 7 days of the date of delivery.

Guarantees

Guarantees given shall not be applicable outside the United Kingdom, unless expressly stated otherwise by the Company in writing. Any guarantee given will be invalidated, if the goods supplied by the Company are subjected to misuse or accidental damage after the Buyer has taken delivery of them.

Applicable Law and Jurisdiction

Disputes arising under the terms of these Conditions shall be settled according to the laws of England and the jurisdiction of the English Courts.