

# AGS NOISE CONTROL LIMITED

## TERMS AND CONDITIONS

No servant or agent of the Company other than a Director of the Company has authority to bind the Company to any departure from the Company's standard trading conditions. All terms shall apply unless specifically agreed otherwise in writing.

### 1. INTERPERATION

In these terms and conditions the following words and phrases shall have the following meanings:

"The Customer means the person, firm or company purchasing the goods to be supplied by AGS Noise Control Limited"

"Goods means any goods agreed in the contract to be supplied by AGS Noise Control Limited to the customer"

"Contract means the contract between AGS Noise Control Limited and the customer which shall be deemed to incorporate these terms and conditions"

"Place of delivery means the place to which AGS Noise Control Limited have agreed to deliver the goods to the customer in accordance with the contract".

### 2. THE CONTRACT

(a) The contract shall be on these terms and conditions to the exclusion of all other terms and conditions that are purported to be included or applied by the customer.

(b) No terms and conditions contained in the confirmation of order, purchase order, or other document of the customer will form part of the contract.

### 3. ACCEPTANCE

AGS Noise Control Limited offer to supply the goods and/or perform the services referred to overleaf or in any drawing, specification or other document referred to overleaf for the price or prices therein referred to. This quotation remains open for the acceptance for 30 days after the date written overleaf or, if no date is written, 30 days after it was issued by AGS Noise Control Limited, save that AGS Noise Control Limited reserves the right to amend or withdraw this quotation at any time prior to acceptance. Any of the following shall constitute acceptance by the customer of this quotation and of these Terms and Conditions: -

(a) Express acceptance (whether in writing or not) by the customer.

(b) The taking of delivery by the customer of any goods to which this quotation relates.

(c) Any instruction (whether in writing or not) by the customer to perform any services to which this quotation relates.

(d) The performance by AGS Noise Control Limited without objection by the customer of any services to which this quotation relates.

### 4. COMPETING TERMS

If any order given by the customer incorporates terms which are inconsistent with these Terms and Conditions, the acceptance by AGS Noise Control Limited of the customer's order shall constitute a counter offer by AGS Noise Control Limited incorporating AGS Noise Control Limited's standard Terms and Conditions which counter offer shall be accepted by the customer on the happening of any of the events in sub clauses 3 (a) to (d) inclusive of these Terms and Conditions.

### 5. PRICE

(a) The price or prices quoted overleaf or in any drawing, specification or other document referred to overleaf are valid for the quantities stated but are subject to revisions of unit price if the quantities are varied.

(b) Unless stated otherwise overleaf or in any drawing, specification or other document referred to overleaf, prices exclude delivery to customer's premises, packing, unloading, and installation.

(c) Unless stated otherwise overleaf or in any drawing, specification or other document referred to overleaf, prices exclude VAT, which will be charged additionally.

### 6. DELIVERY AND PERFORMANCE DATES

Any dates quoted overleaf or in any drawing, specification or other document referred to overleaf are approximate only and time shall not be of the essence of the contract or any obligation of AGS Noise Control Limited. AGS Noise Control Limited shall not be liable for losses of any nature whatsoever caused by delays in delivering goods or performing services, whether or not such delays result from matters outside the control of AGS Noise Control Limited. Subject to other provisions of these terms and conditions, AGS Noise Control Limited shall not be liable for any loss, whether direct or consequential, economical loss or profits or otherwise, arising directly or indirectly out of any delay in the delivery of the goods nor will any delay entitle the customer to terminate or rescind the contract unless the delay exceeds 60 days.

### 7. DESCRIPTIONS

In accepting this quotation and these Terms and Conditions the customer acknowledges that it has not relied upon any representation made by or on behalf of AGS Noise Control Limited save those made or confirmed in writing. Further, the customer acknowledges that all descriptions contained in any drawing, specification, plan, photograph or descriptive literature are by way of general description only.

### 8. ADDITIONS AND VARIATIONS

AGS Noise Control Limited shall not be obliged to supply any goods or to perform any services additional to or by way of variation of those quoted overleaf or in any drawing, specification or other document referred to overleaf unless such additional or varied goods or services have been ordered in writing by the customer and the order has been accepted in writing by AGS Noise Control Limited.

### 9. DELIVERY RISK AND LEGAL TITLE

AGS Noise Control Limited shall retain legal title of all goods to be sold to the customer, or resold by the customer to a third party, or used in the performances of services for the customer until all goods and services referred to overleaf or in any drawing, specification or other document referred to overleaf including any additions and variations to such goods or services have been paid for in full. The customer hereby irrevocably authorizes such representatives of AGS Noise Control Limited as AGS Noise Control Limited may select to enter the customer's premises where the goods are to be found or are thought by AGS Noise Control Limited to be found or to which the goods have been attached as tenant's fixtures or to which they are thought by AGS Noise Control Limited to have been so attached for the purposes of retaking possession of them and, at AGS Noise Control Limited's option, subsequently re-selling them. Notwithstanding the foregoing, risk in the goods to be sold to the customer or used in the performance of services for the customer shall pass to the customer on delivery to the customer or its agent, or the customer's premises, or immediately prior to loading where the goods are being collected by the customer, its servant or agent from AGS Noise Control Limited's premises.

### 10. SITE PREPARATION

Unless stated otherwise overleaf or in any drawing, specification or other document referred to overleaf: -

(a) The customer shall be responsible for ensuring that all goods to be supplied or services to be performed by AGS Noise Control Limited comply with all applicable laws including but not limited to Building Regulations, the Town and County Planning Acts and regulations made thereunder.

(b) AGS Noise Control Limited shall give reasonable notice in advance of the delivery date or date when performance of services is to begin and the customer shall ensure that the site is both clear and ready and in particular that the floors are level and even. The customer shall also ensure that the site is clear and unobstructed, adequately heated and lit and provided with power points suitable for electric tools and means to load and offload vehicles.

(c) AGS Noise Control Limited shall be entitled to make an extra charge for any costs incurred by it as a result of any failure by the customer to comply with either of the foregoing sub clauses.

### 11. SUB-CONTRACT

We reserve the right to sub-contract all or part of this order at our discretion.

### 12. DEFECTS

(a) The warranties as to quality and fitness, skill and care implied by Sale of Goods Act 1979 and/or Supply of Goods and Services Act 1982 apply hereto but the customer must satisfy himself as to the suitability of the goods to be supplied and/or the services to be performed by AGS Noise Control Limited for any purpose to which he wishes to put the goods and/or the completed works.

(b) All goods supplied must be inspected by the customer on delivery. If any have been damaged in transit the carrier's delivery note must be endorsed accordingly and the carriers and AGS Noise Control Limited notified within three days of receipt otherwise no claim can be made under the terms of AGS Noise Control Limited's contract with carriers.

### 13. COPYRIGHT

All drawings, specifications, plans and photographs or descriptive literature and any other documents prepared by AGS Noise Control Limited and the copyright therein belong to AGS Noise Control Limited and may not be copied or used by the customer without the written consent of AGS Noise Control Limited.

### 14. PAYMENT

Unless stated otherwise overleaf or in any drawing, specification or other documents referred to overleaf:

(a) AGS Noise Control Limited shall be entitled: -

(i) To deliver goods in installments and invoice separately for each installment;

(ii) To invoice for services performed in advance of their performance provided that the total of the invoices rendered by AGS Noise Control Limited under the contract shall not exceed 90% of the total contract price until the contract is substantially performed.

(b) Invoices shall be paid within 30 days of the date of the invoice or as otherwise previously agreed in writing.

### 15. INTEREST

AGS Noise Control Limited shall be entitled to charge interest at the rate of 2% above the base rate for time being of H.S.B.C Bank on any overdue account, whether the terms of payment are as stated in clause 14 of these Terms and Conditions or are stated overleaf or in any drawing, specification or other document referred to overleaf.

### 16. CANCELLATION CHARGES

There is no right for the customer to cancel this order and any such purported cancellation will render the customer liable in damages for breach of contract. Whereupon the customer shall pay full reimbursement of all losses, expenses and costs incurred by AGS Noise Control Limited in connection with the contract and the purported cancellation.

### 17. LIMITATIONS OF LIABILITY

AGS Noise Control Limited shall under no circumstances be liable to the customer for any consequential, indirect or economic loss or damages, in contract, tort or otherwise arising out of the subject matter of the contract.

### 18. FORCE MAJEURE

If the performance of this contract is affected by an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil disturbances, AGS Noise Control Limited will notify the customer as soon as reasonably possible and, upon such notification, the obligations of AGS Noise Control Limited under these terms and conditions shall be suspended until the end of the such event of Force Majeure.

### 19. SEVERANCE

If any of these terms and conditions is found to be void or unenforceable by any court of competent jurisdiction, such part shall be severed from these terms which will otherwise remain in full force and effect.

### 20. APPLICABLE LAW

(a) These terms and conditions shall be governed by and interpreted according to English law and the parties submit to the exclusive jurisdiction of the English Courts.

(b) In these terms and conditions, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time to time.