

GENERAL

1. In these Conditions of Sale "*The Company*" means CareServ "*the Customer*" means the person, firm or company with whom The Company contracts. *The Contract*. Any contract between The Company and the Customer for the sale and purchase of the Goods or services incorporating the Conditions (including any part or parts of them). *Goods / Services*. Any Goods or services agreed in the Contract to be supplied to the Customer by The Company (including any part or parts of them).
2. These Conditions of Sale apply to and govern any contract between The Company and the Customer to the exclusion of any other conditions contained on, or in, any letter, order form, receipt of similar document emanating from the Customer. No variation of these Conditions of Sale shall be effective unless expressly agreed by The Company in writing.
3. (a) All quotations are for information only and are not to be considered as an offer by The Company. No Contract shall come into existence until an order by the Customer has been accepted by The Company.
(b) Acceptance by The Company of any order shall be on the basis that Goods / Services will be invoiced at the prices contained in The Company's price list current at the date of despatch unless otherwise agreed in writing by The Company.
4. (a) The Customer shall, in addition to the net purchase price, pay to The Company the amount of any Value Added Tax or other sales tax at the rate in force at the time the Goods are invoiced.
(b) If the Customer is eligible for 'zero rated VAT' a declaration must be signed and received by the Company before the issue of an invoice.

PAYMENT

5. (a) All Goods / Services will be invoiced at the time of, or soon after the completion of the works. Payment for the Goods/ Services must be received by The Company not later than 30 days following the date of the invoice. In the event of late payment the Company reserves the right to charge interest at a rate of 2% per month.
(b) In the event of the Customer postponing goods or services, or failing to give The Company sufficient information to enable it to process any order, the Customer shall pay any additional costs and expenses thereby incurred by The Company.
(c) Unless otherwise agreed in writing by The Company the Customer shall not be entitled to set off against any moneys due to The Company under the Contract any sums claimed by or due to the Customer from The Company under the Contract or any other Contract between The Company and the Customer.

ILLUSTRATION AND DIMENSIONS

6. (a) All information and illustrations contained in trade literature and advertising material produced by The Company are

approximate only, intended to indicate only the general character of the Goods and Services, and do not form any part of any contract between The Company and the Customer.

- (b) The dimensions of the Goods are subject to manufacturing tolerances customary within the trade. Dimensions contained in quotations, acknowledgements of orders, or catalogues, price lists, advertising matter and other trade literature are therefore approximate only.
- (c) all goods come with the manufacturers guarantees and The company is not liable for faulty goods

SUBSTITUTED GOODS

7. The Company reserves the right to substitute Goods which are similar to the Goods ordered by the Customer provided that such substituted Goods are no less suitable for the purpose for which they are generally used than Goods ordered by the Customer.

DELIVERY OF GOODS/ SERVICES

8. While The Company will use its best endeavours to comply with any delivery date, it cannot be responsible for any loss or damage what so ever caused by late delivery where circumstance beyond The Company's control have caused such delay.
9. Emergency call out may incur additional charges as per point (16)

RISK

10. The risk in the Goods/ Services contracted to be sold by The Company shall pass to the Customer when the Goods/Services are delivered to the Customer or, when the Goods/ Services are invoiced.
11. (a) Notwithstanding any passing of risk to the Customer, The Company retains ownership of any Goods the subject matter of this Contract the property in which shall not pass to the Customer and the Customer shall keep any Goods delivered to it as bailee for and on behalf of The Company until The Company has received full payment of the price of all Goods (whether or not the Goods are delivered in instalments and some have been paid for by the Customer).
(b) Until ownership of the Goods has passed to the Customer the Customer;
(i) shall insure the delivered Goods against any loss or damage with an insurance office of repute.
(ii) shall store the delivered Goods separately or in some other way ensure that they are readily identifiable as the property of The Company.
(iii) irrevocably authorise the representative of The Company at any time and from time to time (whether or not payment is due) to repossess the Goods and for such purpose to enter any premises occupied by the Customer or where the Goods are or are thought to

be and to sever the Goods from anything to which they are attached without being responsible for any damage caused.

- (iv) shall keep the delivered Goods free from any charge, lien or other encumbrance.
- (c) If, while under The Company's ownership, the Goods or any of them are processed or incorporated into other Goods ("the New Goods") then, provided the Goods remain a readily identifiable and removable part of the New Goods, the provisions of conditions (a) and (b) shall apply.
- (d) The Company (acting on its own account, not as agent for the Customer) may sell or agree to sell any of the Goods or the New Goods in The Company's possession on such terms as it may in its sole discretion consider appropriate.
- (e) The Company shall be entitled to a general lien over all Goods and materials of the Customer which is in The Company's possession or control from time to time for any sums due at any time whatsoever to The Company.
- (f) Nothing in this condition shall confer any right upon the Customer to refuse or delay payment therefore.

LIMITATION OF LIABILITIES

12. No warranty or representation given by or on behalf of The Company including without prejudice to the generality of the foregoing any advice as to the installation quantities use or performance of Goods supplied by The Company shall be binding upon The Company unless specifically stated in writing by The Company to be incorporated in the contract. Nothing in these Conditions excludes or limits the liability of The Company for death or personal injury caused by The Company's negligence or fraudulent misrepresentation.

CONSEQUENTIAL LOSS

13. Without prejudice to the generality of the foregoing provisions The Company shall not in any event be liable to the Customer for any indirect or consequential loss of or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

INSOLVENCY AND BREACH OF CONTRACT

14. The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind the contract or to suspend delivery in the following events:
(i) should any sum owing by the Customer to The Company be overdue.
(ii) should the Customer be in breach of any term of the contract with The Company.

(iii) should the Customer enter into any composition or arrangement with, or for the benefit of its creditors or have a receiving order in bankruptcy made against him or (if a body corporate) should it go into liquidation either voluntary or compulsory or under supervision or have a receiver and/or manager administrative receiver or administrator appointed over all or any part of its assets, or in Scotland should the Customer become notour bankrupt, or sequestrated, or a receiver, or judicial factor, or trustee is appointed, for any portion of the Customer's estate or effects or suffer any arrestment charge pending or other diligence to be issued or levied upon the Customer his estate or effects.

SERVICE CONTRACTS

15. A twelve month service contract will include either one or two visits depending on the contract sold. This will be defined at the time of sale and detailed on the invoice. Either;

- i) 12 Month Service and Loler Maintenance Contract including two visits complying with LOLER regulations or;
- ii) 12 Month Service Maintenance Contract including one visit.

CALL OUT PARAMETERS

16.(a) The Company has two set call out rates

i) Standard, Monday – Friday / 08:30 – 16:30. (POA)

ii) Out of Hours, All other times. (POA)

(b) An excess mileage charge may be added to a call out at The Company's discretion if travelling time is in excess of two hours between The Company address and the job address;

- i) Extra Zone One 2 – 3 Hours (POA)
- ii) Extra Zone Two 3 – 4 Hours (POA)

These parameters do not include congestion time/traffic delay.

HEALTH AND SAFETY

17. The company Health and safety policy can be found separately and conforms with the Health and Safety at Work Act 1974.

COMPLAINTS PROCEDURE

18. If you have an issue with The Company for whatever reason please document your complaint and email a copy to info@careservuk.com. This will then be reviewed and responded to.

FORCE MAJEURE

19. The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods/ Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including without limitation, acts of God, Governmental actions, war or national emergency, riot, civil commotion, fire, explosion,

flood, epidemic, lock out, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate suitable materials.

WAIVER

20. Forbearance or indulgence by The Company shown or granted to the Customer whether in respect of these Conditions of Sale or otherwise, shall not affect or prejudice the rights of The Company against the Customer or be taken as a waiver of any of these Conditions of Sale.

GOVERNING LAW

21. Any contract incorporating these Conditions of Sale shall be governed by and construed in accordance with the laws of England and The Company and the Customer hereby agree to submit to the jurisdiction of the English Courts.

HEADNOTES

22. The head notes to these Conditions have been inserted for convenience and shall not affect their construction.

CareServ

Broadacres

86 London Road

Bridgegate

Bristol

BS30 5JL

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