



BUSINESS TERMS

1. INTERPRETATION

1.1 In these Conditions the following definitions and rules of interpretation shall apply.

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Business Hours means the period from 8.00 am to 5.00 pm on any Business Day;

Calendar Days means any day of the year, including Saturdays, Sundays or public holidays;

Conditions means the terms and conditions set out in this document as amended from time to time in accordance with clause 19.2.

Contract means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions;;

Customer means the person or firm who purchases the Goods from the Supplier;

Delivery Location has the meaning given in clause 5.1;

Force Majeure Event has the meaning given in clause 12.1

Goods means the goods (or any part of them) set out in the Order;

Order means the order placed by the Customer as confirmed by the Supplier in the Order Acknowledgement;

Order Acknowledgement the Supplier's written acceptance of the Customer's quotation;

Specification means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier, including the specification as set out in the Order;

Supplier means READ BROTHERS LIMITED (registered in England and Wales with company number 02295004);

VAT means value added tax or any equivalent or replacement tax from time to time;

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and the Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues the Order Acknowledgement, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Calendar Days from its date of issue.

3. GOODS

3.1 The Goods are described in the Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer warrants that the Specification will not infringe the rights of any third party, including intellectual property rights.

3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the supply of the Goods;

4.1.3 where applicable, procure the completion of a fire report by a competent person in respect of the project to which

the Goods will relate and provide a copy of the same to the Supplier as soon as reasonably practicable;

- 4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods, and ensure that such information is complete and accurate in all material respect;
- 4.1.5 comply with any additional obligations as set out in the Specification;
- 4.1.6 be responsible for offloading the Goods at the Delivery Location (and provide all necessary labour and plant to offload and store the Goods);
- 4.1.7 be responsible for all on-site transportation of the Goods;
- 4.1.8 ensure that there is a level hard standing at the Delivery Location for the offloading of the Goods and that such hard standing is a safe distance from any pedestrians and/or traffic;
- 4.1.9 ensure that there is sufficient space to allow for vehicular access to the Delivery Location;
- 4.1.10 ensure that there is adequate space to store the Goods at the Delivery Location;
- 4.1.11 where the Supplier informs the Customer that a crane is required, be responsible for hiring (and paying for) the crane and the slinger/ banksman; and
- 4.1.12 ensure that the "oversite" (the hardstanding) is built in accordance with the Specification and the relevant tolerances as set out in the Specification prior to delivery.

5. DELIVERY

- 5.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 5.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If the Customer fails to take delivery of the Goods when the Supplier tenders them for delivery at the Delivery Location, then,

except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- 5.5.1 delivery of the Goods shall be deemed to have been completed at the time on which the Supplier tendered the Goods for delivery at the Delivery Location; and
 - 5.5.2 the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.6 If 14 Calendar Days after the day on which the Supplier tendered the Goods for delivery at the Delivery Location, the Supplier may resell or otherwise dispose of part or all of the Goods.
 - 5.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. QUALITY

- 6.1 The Supplier warrants that on delivery the Goods shall:
 - 6.1.1 conform in all material respects with the Specification;
 - 6.1.2 be free from material defects in design, material and workmanship; and
 - 6.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 6.1.4 be fit for any purpose expressly held out by the Supplier.
- 6.2 Subject to clause 6.3, if:
 - 6.2.1 the Customer gives notice in writing to the Supplier within three Calendar Days of Delivery that the Goods do not comply with the warranty set out in clause 6.1;
 - 6.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 6.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,
 - the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:
 - 6.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
 - 6.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

- 6.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - 6.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 6.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 6.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6.7 The Customer acknowledges and agrees that the extent of the Supplier's warranty in respect of the Goods is as set out in clause 4.1. The Customer should therefore ensure that it enters into an appropriate form of third-party guarantee in respect of the Goods and building in respect of which they will be incorporated.

7. TITLE AND RISK

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 7.3 (Unless otherwise agreed in writing between the parties) until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4; and
 - 7.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - 7.3.5.1 the Goods; and
 - 7.3.5.2 the ongoing financial position of the Customer.

8. PRICE AND PAYMENT

- 8.1 The price of the Goods shall be the price set out in the Order, or as otherwise agreed in writing between the parties.
- 8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification;
 - 8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions; or
 - 8.2.4 failure by the Customer to comply with its obligations as set out in clause 4.1.
- 8.3 The price of the Goods:
- 8.3.1 excludes amounts in respect of VAT, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 8.3.2 unless otherwise specified in writing by the Supplier, includes the costs and charges of packaging, insurance and transport of the Goods.
- 8.4 The Supplier will invoice the Customer in accordance with the payment schedule as set out in the Order.
- 8.5 The Customer shall pay each invoice submitted by the Supplier as follows:
- 8.5.1 where the Customer is not an account holder, within 30 Calendar Days of the date of the invoice, or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; or
 - 8.5.2 where the Customer is an account holder, by the last day of the month following the month in which the invoice was issued (i.e., if an invoice was issued on 10 March, payment would be due no later than 30 April),
- and in each case, in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 8.6 Time for payment shall be of the essence of the Contract.
- 8.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.9 The Supplier may, acting in its absolute discretion, accept payment under the Contract from a third-party. However, the Customer expressly acknowledges and agrees that the Supplier's acceptance of payment from a third party will in no way limit or extinguish the Customer's obligation to make payment under the Contract and the Customer will always remain liable to make all contractually required payments in all circumstance.
9. **INDEMNITY**
- 9.1 The Customer will indemnify the Supplier against, and covenant to pay to the Supplier an amount equal to:
- 9.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that the Supplier does or will incur or suffer; and
- 9.1.2 all claims or proceedings made or brought or threatened against the Supplier by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses the Supplier does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,
- in each case arising out of or in connection with the Customer breach of the Customer's warranty contained in clause 3.2.
10. **LIMITATION OF LIABILITY**
- 10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Nothing in the Contract shall limit or exclude any liability for:
- 10.2.1 death or personal injury caused by negligence;
- 10.2.2 fraud or fraudulent misrepresentation;
- 10.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and/or
- 10.2.4 any other liability which cannot be limited or excluded by applicable law.
- 10.3 Nothing in the Contract shall limit or exclude:
- 10.3.1 the Customer's payment obligations under the Contract;
- 10.3.2 any liability arising from a party's deliberate default or contract abandonment; and
- 10.3.3 any liability for loss arising from the indemnity provisions under clause 9; and
- 10.4 Subject to clause 10.2 and clause 10.3, the Supplier's total liability to the Customer:
- 10.4.1 for damage to property caused by the negligence of its employees and agents in connection with the Contract shall not exceed £100,000 for any one event or series of connected events; and
- 10.4.2 for all other loss or damage 100% of the price paid or payable by the Customer to the Supplier under the Contract.
- 10.5 Subject to clause 10.2 and clause 10.3, the Supplier shall not be liable for:
- 10.5.1 loss of profits;
- 10.5.2 loss of sales or business;
- 10.5.3 loss of agreements or contracts;
- 10.5.4 loss of anticipated savings;
- 10.5.5 loss of or damage to goodwill;
- 10.5.6 loss of use or corruption of software, data or information; and/or
- 10.5.7 any indirect or consequential loss.
- 10.6 Subject to clause 10.4 and clause 10.5, the losses for which the Supplier assumes responsibility and which shall be recoverable are:
- 10.6.1 reasonable additional costs of procuring and implementing replacements for, or alternatives to Goods not provided in accordance with the Contract;
- 10.6.2 sums paid to the Supplier pursuant to the Contract, in respect of any Good not provided in accordance with the Contract;
- 10.6.3 wasted expenditure (on a reliance basis, including the wasted costs incurred by the Customer in expectation of the financial benefit expected from the Contract, such as sums paid or payable to the Supplier, other third parties and management costs);
- 10.6.4 losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier (for these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer).
- 10.7 The Supplier has given commitments as to compliance of the Goods with relevant specifications in clause 3 and clause 6.1. In view of these commitments, the terms implied by section 13 to section 15 (inclusive) of the Sale of Goods Act 1979 and section 3 to section 5 (inclusive) of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.8 Nothing in this clause shall restrict or limit the Customer's general obligation at law to mitigate a loss or liability that it may suffer or incur under the Contract.

11. TERMINATION

11.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

11.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven Calendar Days of that party being notified in writing to do so;

11.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

11.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

11.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

11.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. FORCE MAJEURE

12.1 **Force Majeure Event** means any circumstance not within the Supplier's reasonable control including, without limitation:

12.1.1 acts of God, flood, drought, earthquake or other natural disaster;

12.1.2 epidemic or pandemic (which includes the current COVID-19 pandemic, any reoccurrence of the same and/or any other epidemic or pandemic which may come into existence now or at any time in the future);

12.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

12.1.4 nuclear, chemical or biological contamination or sonic boom;

12.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

12.1.6 collapse of buildings, fire, explosion or accident; and

12.1.7 interruption or failure of utility service.

12.2 Provided it has complied with clause 12.3, if the Supplier is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event the Supplier shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.3 The Supplier shall:

12.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the Customer party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

12.3.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Customer acknowledges and agrees:

13.1.1 that the Supplier shall at all times own all intellectual property rights in the Specification; and

13.1.2 that the Customer shall not use the Specification for any purpose other than in connection with the Contract and this includes not instructing any third-party manufacturer to manufacture goods, which are substantially the same as the Goods, in accordance with the Specification.

13.2 For the purposes of this clause 13, **intellectual property rights** means all patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of, confidential information

(including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

14. ENTIRE AGREEMENT

15. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

16. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

17. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

18. NOTICES.

18.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

18.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service to the address set out in the Order;

18.1.2 or sent by email to the email address as set out in the Order

18.2 Any notice shall be deemed to have been received:

18.2.1 if delivered by hand, at the time the notice is left at the proper address;

18.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

18.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. GENERAL

19.1 Neither party may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the other (such consent not to be unreasonably withheld or delayed)

19.2 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.4 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

19.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 19.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.6 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.7 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

20. GOVERNING LAW AND JURISDICTION

20.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.