

TERMS & CONDITIONS OF BUSINESS

Issued 2nd May 2014.

1. Definitions

- 1.1. **Supplier:** Sigma-HSE (UK) Ltd. Registered in England & Wales number 6837763.
- 1.2. **Client:** The legal entity for whose benefit the services/goods are being purchased.
- 1.3. **Conditions:** These apply to any agreement or contract between the supplier and any person, firm or company placing an order with the supplier.
- 1.4. **Contract:** The contract between the Supplier and Client for the supply of services/goods in accordance with these conditions.
- 1.5. **Working Day:** A week day other than a Saturday or Sunday or a public bank holiday.

2. General

- 2.1. Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 2.2. The supplier may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which the client instructs the supplier to carry out.

3. Quotations

- 3.1. Any Quotation provided by the Supplier is only valid for 30 days from its date of issue, unless stated otherwise on the Quotation. The supplier reserves the right to renegotiate or withdraw any quotation that has passed its validity date.

4. Prices

- 4.1. The price for the supply of goods and services are set out in the current Price List and subject to the agreement of any valid quote issued by the Supplier to the Client. The supplier shall invoice the Client on delivery of Reports or completion of services. Invoiced amounts shall be due and payable once the goods have been delivered.
- 4.2. The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 4.3. A minimum charge of £125 shall apply per order for any service/goods from the Supplier.
- 4.4. For Clients wishing to trade on credit terms with the Supplier a credit account application form must be completed and approved by the supplier. Form available on request.

5. Payment

- 5.1. Unless the Agreement provides otherwise, the price for the goods and/or services shall be payable no later than 30 days from the date of the relevant invoice unless an extension has been agreed with the client in writing. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle the supplier to write to the client upon the expiration of seven days' notice, to charge the client for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, as at the due date.

6. The Order

- 6.1. The Supplier only accepts the Client Order on written confirmation to the Client of their ability to meet the requirements of the Order in the stipulated timeframe.

7. Provision of Goods/Services

- 7.1. The supplier will deliver the goods/services to the address specified by the client in the order. It is important that the address is accurate. The supplier cannot accept liability for any loss or damage to the goods/services once they have been delivered in accordance with delivery instructions (unless this is caused by the supplier negligence). Please always use the quotation reference number in any correspondence.
- 7.2. The supplier will aim to deliver the goods/services by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond reasonable control of the supplier, the Supplier will contact the Client before the delivery date to agree a new delivery schedule.
- 7.3. The Supplier reserves the right to make any reasonable changes to the delivery of goods/services to the Client in order to comply with UK law or Health & Safety requirements.
- 7.4. Samples provided by the Client for analytical testing will be disposed of in accordance with current Health & Safety, Environmental legislation, 30 days after the issue of any relevant report. A small charge will be made for sample disposal of all tested samples. This also applies to samples provided at the same time but not tested. Samples requiring controlled storage after this period will incur a weekly charge.
- 7.5. Sample delivery is the sole responsibility of the client, it is requested that all samples are correctly labelled and packaged according to current transport regulations.
- 7.6. Samples received for analysis by the Supplier before 4pm on a Working Day are classified as booked-in on day Zero "0". Day one "1" is the first Working Day after receipt of the Sample.
- 7.7. Clients must inform the Supplier in advance of any samples being delivered for testing that they suspect of being hazardous to health and provide a current SDS with the sample.
- 7.8. The client is responsible for ensuring adequate quantity of sample in appropriate containers are provided with a written schedule detailing the analysis. A signed copy of the quotation needs to accompany the sample. The Supplier will not be held responsible for missing delivery dates if the sample quantities or written schedules are inaccurate.

8. Ownership of the Goods

- 8.1. The client will take ownership of the goods once they have been successfully delivered and where cleared payment in full has been received. Goods supplied are not for resale.

9. Performance

- 9.1. If in the Supplier's opinion, it is not reasonably practicable, for any reason, to carry out the requested work, the Supplier shall be entitled to refrain from carrying out or completing such work and will consult with the Client as to what, if any work is to be undertaken.
- 9.2. If the cost to the Supplier of carrying out the work is subsequently increased by reason of increases in the cost of materials and/or labour and/or any other factor outside our control, then the Client will be notified before undertaking any work to which the increase will apply. If the Client requires the Supplier to discontinue the work, the Client shall only be required to pay the Supplier for the work already carried out.

10. Warranty

- 10.1. The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

11. Right to Cancel

- 11.1. The Supplier will permit the Client to cancel an Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If the Client requests cancellation at a later date, then unless the Supplier is in breach of contract, the Supplier has the right to invoice the Client for the total amount.
- 11.2. If the Client has received the goods before cancellation of the Agreement then the Client must return the goods to the Supplier's contact address at cost and risk to the Client. If the Client cancels this Agreement but the Supplier has already processed the goods for delivery the Client must not unpack the goods when they are received by the Client and must return the goods to the Supplier at our contact address at cost and risk to the Client as soon as possible.
- 11.3. Once the Client has notified the Supplier that the Agreement is to be cancelled, any sum debited to the Supplier from the Client will be re-credited to the Client account as soon as possible and in any event within 30 days of the order PROVIDED THAT the goods in question are returned by the Client and received by the Supplier in the condition they were in when delivered. If the Client does not return the goods delivered or does not pay the costs of delivery, the Supplier will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited.
- 11.4. The Client will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.
- 11.5. The Supplier reserves the right to cancel the Agreement if:
 - 11.5.1. the Supplier has insufficient stock to deliver the goods that have been ordered
 - 11.5.2. one or more of the goods ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by the Supplier from their suppliers.

12. Invalidation

- 12.1. If any part of these terms and conditions is unenforceable (including any provision in which the Supplier excludes their liability to the Client) the enforceability of any other part of these conditions will not be affected.

13. Liability

- 13.1. Except for death or personal injury caused by the Supplier's negligence, acts or omissions the Supplier shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 13.2. The Client will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by the Supplier as a result of breach or default in the discharge of the obligations of the Client.
- 13.3. Analytical data provided by the Supplier is limited in implication to the sample provided by the Client. No report should be read to imply the sample is representative of the mass from which it was taken unless stated in writing by the Supplier.
- 13.4. Where the Supplier needs to carry out work / install equipment / provide services on site, the Supplier will not accept liability for the cost of repairing or replacing parts of the Client's existing system which occurs due to faults in the Client system unless the Supplier has been negligent in not realising that such damage may occur or in the way the Supplier did the work.
- 13.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

14. Data Protection

- 14.1. The Client consents to the computer storage and processing of personal data by the Supplier in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If the Client breaches this Agreement, personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

15. Governing Law and Jurisdiction

- 15.1. Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

16. Entire Agreement

- 16.1. This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

17. Third Party Rights

- 17.1. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

18. Customer Services

- 18.1. To protect the own interests of the Client please read the conditions carefully before placing an order. If the Client is uncertain as to their rights under these Terms & Conditions or the Client wants any explanation about them please write or telephone to our Business Development department, at the address and telephone number set out above.
- 18.2. If the Client is unhappy with any aspect of the service, please contact the General Manager at the above address. Any complaints will be dealt with sympathetically and the Supplier will work with the Client to reach a satisfactory conclusion.

19. Changes to Terms and Conditions of Business

- 19.1. The Supplier reserves the right to make minor changes to this Agreement from time to time. Any major changes will only be made with agreement of the Client.