

SUI GENERIS INTERNATIONAL LIMITED
TERMS & CONDITIONS
PLEASE READ THE FOLLOWING TERMS & CONDITIONS

1. **DEFINITIONS**
"The Seller" means Sui Generis "the Purchaser" means the person, firm or company to be supplied with the Goods by the Seller. "Goods" means the goods, materials, installations and/or other items and services to be supplied pursuant to the Contract.
"The Contract" means the contract of sale and purchase of certain goods made between the Seller and the Purchaser to which these Conditions shall apply and which shall include any order issued thereunder.
"Writing" including telex, cable, facsimile transmission and comparable means of communication. The headings in these Conditions are for convenience only and shall not affect their interpretation.
2. **SCOPE**
THESE CONDITIONS SHALL PREVAIL OVER ANY INCONSISTENT TERMS OR CONDITIONS REFERRED TO IN THE PURCHASER'S ORDER OR IN CORRESPONDENCE OR ELSEWHERE UNLESS SPECIFICALLY AGREED TO IN WRITING BY BOTH PARTIES AND ANY CONDITIONS OR STIPULATIONS TO THE CONTRARY ARE HEREBY EXCLUDED OR EXTINGUISHED.
3. **BASIS OF THE SALE**
Quotations by the seller shall not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to acceptance of the Purchaser's Order.
These conditions apply to all Contracts. By placing an order with the Seller the Purchaser agrees to deal with the Seller on these Conditions to the exclusion of all other terms, conditions, warranties or representations (except any made fraudulently).
The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by a director of the Seller. In entering into the Contract the Purchaser acknowledges that it does not rely on, and waives any claim for, breach or any representations which are not so confirmed (unless such representations are made fraudulently). The purchaser irrevocably and unconditionally waives any right it may have to claim damages and/or rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation is made fraudulently.
- 3.1
Any advice or recommendation given by the Seller or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by an authorised technical representative of the Seller is followed or acted upon entirely at the Purchaser's own risk and accordingly the Seller shall not be liable for any advice or recommendation which is not so confirmed.
- 3.2
Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 3.3
The issuing of any form of tender must not be interpreted as acceptance of any pre-contract terms, conditions or special clauses whatsoever. Such matters remain subject to negotiation.
- 3.4
SALE AND PURCHASE
The Purchaser agrees to purchase the Goods from the Seller and the Seller agrees to sell the Goods to the Purchaser.
- 3.5
The Seller reserves the right to refuse to accept an order from the Purchaser and such refusal shall be at the absolute discretion of the Seller.
- 3.6
The Purchaser shall not be entitled to cancel in whole or in part any order which the Seller has accepted or its acceptance of any quotation of the Seller in either case whether orally or in writing without the Seller's written agreement. If the Seller agrees to such cancellation, the Purchaser shall reimburse the Seller for all costs, losses and expenses incurred by it as a result of the cancellation.
- 3.7
The Seller reserves the right to make any changes in any specification relating to the Goods which are required to conform to any applicable safety or other requirements or which do not materially affect the quality or performance of the Goods.
- 3.8
All specifications, drawings and technical documents supplied to the Purchaser by the Seller are supplied solely for the use of the Purchaser in connection with the Goods and such specifications, drawings and/or technical documents shall not be communicated to any third party without the prior written consent of the Seller.
- 3.9
Any performance figures quoted or referred to in any specification of the Contract are estimates only based on compliance by the Purchaser with the operating instructions contained in the current User Manual at the date of the Seller's acceptance of order, and the operation of the Goods by suitably qualified staff.
- 3.10
No order submitted by the Purchaser shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.11
The quantity, quality and description of any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Purchaser) or the Purchaser's order (if accepted by the Seller).
4. **TERMS OF PAYMENT**
Payment of invoices shall be made in Sterling. The Seller shall have the right to charge interest on overdue accounts at the rate of 5% above Lloyds Bank plc base rate from time to time to run from the due date for payment thereof until receipt by the Seller of the full amount whether before or after judgement.
The price is exclusive of any Value Added Tax applicable at the date of the invoice and which shall be payable in addition. This amount shall be charged separately on any quotation.
The Seller reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser or any delay caused by the instructions of the Purchaser or failure of the Purchaser to give the Seller adequate information or instructions.
The Seller shall be entitled to invoice the Purchaser for the price of the Goods upon delivery or at any time after the Goods have been delivered.
However, if the Goods are collected by the Purchaser the Seller shall be entitled to invoice the Purchaser for the price of the Goods at any time after the Seller has informed the Purchaser that the Goods are ready for collection.
- 5.1
5.2
5.3
5.4
- 5.5
5.6
5.7
5.8
5.9
6.
6.1
6.2
6.3
6.4
7.
7.1
7.2
7.3
7.4
7.5
7.6
7.7
8.
8.1
8.2
8.3
8.4
- Except as otherwise stated under the terms of any quotation or in any price list of the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Purchaser shall be liable to pay the Seller's charges for transport, packaging and insurance.
If any part of the price is not paid when it is due or work on the Goods is held up by anything attributable to the Purchaser or the Purchaser becomes bankrupt, insolvent, goes into liquidation or appoints a receiver, the full price of the Goods shall become immediately due and payable by the Seller. In such circumstances, the Seller may cancel the Contract, or cancel or suspend delivery of all or part of the Goods.
The Purchaser shall pay for commercial products in full and without any deduction or set-off upon receipt of invoice. For commercial services payment is due on completion of project.
The Purchaser shall pay for domestic products/services on the following basis: Ten per cent pre-payment with order eighty per cent on commencement of project/services. Ten per cent (retention) due thirty days from completion date.
All payment terms are at the seller's discretion and subject to credit checking.
- TITLE**
Notwithstanding delivery and the passing of risk in the Goods title to the Goods shall pass to the Purchaser upon payment in full of the invoice price and ownership of the Goods shall remain with the Seller until the Seller has received in cash or cleared funds payable in full. The Seller reserves the right to dispose of the Goods until payment in full for all of the Goods has been received by the Seller in accordance with the terms of this Contract.
Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Purchaser and third parties and properly stored protected and insured to resell or use the Goods in the ordinary course of its business, but shall account to the Seller, for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Purchaser and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
If such payment is overdue in whole or in part the Seller may without prejudice to any of its other rights recover or re-sell the Goods or any of the Goods and may enter upon the premises of the Purchaser or any third party where the Goods are stored by its servants or agents for that purpose.
Such payments shall become due immediately upon the commencement of any act, claim, demand or proceeding in which the solvency of the Purchaser is involved as referred to in Clause 12.1.
- DELIVERY**
In the event of the Purchaser returning or failing to accept any delivery of the Goods in accordance with the Contract the Seller shall be entitled at his option either to deliver and invoice the Purchaser for the balance of Goods then remaining undelivered or to suspend or cancel further deliveries under the Contract.
The Seller shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept and the Purchaser shall pay all costs of such storage and any additional costs of carriage incurred as a result of such refusal or failure.
Subject to the provisions of clause 6.4 (where appropriate) the Goods shall unless delivered by the Seller's own transport or by a carrier on behalf of the Seller be deemed to have been delivered and risk to have passed to the Purchaser upon their transfer to the carrier named by the Purchaser or (in the case of delivery ex works) upon the Seller notifying the Purchaser that the Goods are available for collection.
In the case of the Contract or any order involving more than one delivery if default is made in payment on the due date the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.
Subject to the Purchaser having paid for the Goods in full, delivery of the Goods shall be made by the Purchaser collecting the Goods at the Seller's premises at any time after the Seller has notified the Purchaser that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.
Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.
- SPECIFICATIONS BY THE PURCHASER**
The Purchaser shall indemnify and keep indemnified the Seller against all claims costs damage and expenses incurred by or for which the Seller may be liable as a result of the carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Purchaser involving any infringement or any intellectual property right vested in another person firm or company.
The sale of Goods shall not by implication or otherwise convey any licence under any patent relating to the product or compositions thereof and the Purchaser expressly assumes all risks of patent infringement by reason of the Purchaser's use or sale of the goods singly or in combination with other materials or in any processing operation whatsoever.
The Purchaser warrants that any design or instructions furnished or given by him shall not be such as will cause the Seller to infringe any letters patents, registered design, trademark or trade name in the execution of the Contract.
The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Suppliers specification, which do not materially affect their quality or performance.

9. **WARRANTIES AND LIABILITY**
- 9.1 The Seller shall not be liable for any shortage in quantity delivered nor for any defect in the quality nature or condition of the Goods nor for the failure of the Goods to comply with the specification unless a claim in writing shall have been lodged with the Seller by the Purchaser.
- a) in the case of shortage, within three days of delivery and
- b) in the case of defects, within seven days of delivery.
- In this respect the Purchaser is obliged to check the quality, safety and all other properties of the Goods and to hold the Seller harmless against any claims and in the event no such claim is lodged the Purchaser shall not be entitled to reject the Goods and the Purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. This Clause applies specifically to delivery of the goods. Please see Clause 9.6 for defects or failures that may appear within the guarantee period but after the delivery had been found to be acceptable
- 9.2 In the event of any shortage defect or failure as foresaid the Seller shall make good the shortage and/or at the Seller's sole discretion replace free of charge any Goods found to be defective by reason of faulty material or workmanship provided that as a condition thereof the Seller may require that the Goods concerned are returned to the Seller's works carriage paid within one month of discovery of the defect.
- 9.3 Except in respect of death or personal injury caused by the negligence of the Seller (being negligence defined by Section 1 of the Unfair Contract Terms Act 1977) the liability of the Seller to the Purchaser by reason of any representation implied warranty or other term of any duty under common law or under any contract for any consequential loss or damage (whether for loss of profit or otherwise) costs claims and expenses or for any other loss damage or injury whatsoever which may arise from the suitability of the Goods defective material faulty workmanship or otherwise shall in no case exceed the invoiced value of the Goods delivered from which the loss or damage arises. Any information or recommendation by the Seller in relation to the Goods is given in good faith but the Seller shall not be liable to the Purchaser in respect of any loss or damage arising therefrom howsoever caused.
- The Seller warrants that the Goods will correspond with any specification agreed between the Seller and the Purchaser and current user Manual at the date the Goods are delivered, and be free from defects in materials and workmanship for a period of 12 months from the date of the invoice relating to such goods. The Seller may agree with the Purchaser to issue an additional guarantee extending the length of the guarantee and its scope.
- 9.6 Any defect in or failure of the Goods shall be notified to the Seller in writing as soon as reasonably possible after the Purchaser discovers such defect or failure but certainly within 30 days of the discovery.
- The seller shall be under no liability if the price of the goods has not been paid in full by the due date for payment.
- 9.7 The Purchaser shall indemnify the Seller in relation to any costs reasonably incurred by it in dealing with any invalid claim by the Purchaser.
- 9.8 Subject to the Purchaser having complied with the terms of clause 3.2 hereof and subject also to the conditions set out below the Seller will warrant that the Goods will correspond with the specification provided by the Seller in their quotation and specification provided to the Purchaser prior to the Purchaser placing the order for the Goods.
- The above warranty is given by the Seller subject to the following conditions:
- 9.10.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser.
- 9.10.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's written approval.
- 9.10.3 The Seller will not be held responsible for consequential losses regardless of how any such costs are incurred.
- Any Guarantees offered do not extend to goods which are taken outside the UK.
- 9.11 **LICENCES AND CONSENTS**
10. If any licence or consent of any government or that authority shall be required for the purchase or importation of the Goods by the Purchaser, the Purchaser shall obtain the same as its own expense and if necessary or so required produce evidence of the same to the Seller on demand.
- FORCE MAJEURE**
11. The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the Seller being prevented hindered or delayed in the manufacture of the Goods or their delivery by normal route or means of delivery by reason of any act of God, riot, strike, lock out, trade dispute or labour disturbances, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen materials or transport or other circumstances whatsoever outside the control of the Seller.
- TERMINATION**
12. The clause applies if:
- 12.1 12.1.1 The Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 12.1.2 an emcumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or
- 12.1.3 The Purchaser ceases, or threatens to cease, to carry on business; or
- 12.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.
- If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Purchaser, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- WAIVER**
13. The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
14. **NOTICES**
- Any notice required to be given thereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, telex, fax transmission, email or telegraph addressed to the party concerned at its principle place of business or last known address.
15. **HEADINGS**
- Headings to any of these conditions are included to facilitate reference only and shall not affect the construction hereof.
16. **INVALIDITY**
- If any one of these Conditions shall be deemed by any Court of competent jurisdiction, to be illegal or unenforceable (whether in whole or in part) then such unenforceable Condition or part shall be deemed not to form part of these Conditions, which shall otherwise remain unaffected.
17. **THE GOVERNING LAW**
- Any contract formed under these Conditions and all matters arising there from shall be governed by English Law and the English Courts shall have exclusive jurisdictions to deal with disputes arising thereunder.
18. **SET OFF**
- The Seller, which in this respect is also understood to mean all companies forming part of the same group of companies as Seller has the right to set off any sums receivable from the Purchaser, which in this respect is also understood to mean all companies forming part of the same group of companies as Purchaser, against any sums payable to the Purchaser.
19. **AMENDMENT OR VARIATION**
- No amendment or variation of these Conditions shall be valid unless it is in writing and signed by or on behalf of a director of the Company and an authorised signatory of the Customer.
20. **GENERAL**
- Any dispute arising under or in connection with these conditions or the sales of the goods shall be referred to the courts or by mutual consent to an arbitrator by a single application of either party by the President for the time being of the Law Society.**
21. **ADDITIONAL TERMS AND CONDITIONS WHICH FORM AN INTEGRAL PART OF ANY CONTRACT WHEN WORK IS CARRIED OUT ON THE PURCHASER'S SITE.**
- 21.1 **Solvents & Contamination:** Some materials used by Sui Generis International Ltd are solvent based. It is therefore possible that certain foodstuffs can be contaminated. Similarly, the atmosphere can carry fumes and these can be drawn into airvents or similar. Sui Generis International Ltd undertake to implement safeguards to avoid any such problems, however, the ultimate responsibility must rest with the client to ensure appropriate avoidance measures are taken or put in place where needed.
- 21.2 **Tanks & Structural Soundness:** Sui Generis International Ltd will always assume that any tank is structurally sound if the client is requesting a lining or coating. We are not structural engineers and would call on external expertise in the event of the client seeking structural advice. The structural integrity of any vessel and the consequence of any failure must remain the responsibility of the client.
- 21.3 **Gritblasting & Dust:** Sui Generis International Ltd take every reasonable precaution to ensure control of dust generated by the gritblasting procedure. Safeguards are well established and practised. However, there always remains the risk of dust escape or build up from places not easily identifiable. The client must accept responsibility for advising Sui Generis International Ltd of any potential problems that gritblasting dust may cause.
- 21.4 **Latent Structural Defects:** The principle in item 2 above also applies here but is extended to include bund walls, floors and other elements. Whatever the circumstances or item, latent defects or problems are, by their nature, not discernible. Sui Generis International Ltd cannot be held responsible for any problem or costs relating to any latent defects.
- 21.5 **Client's Responsibilities:** Most projects require the client to fulfil certain responsibilities. These are normally listed in a method statement and confirmed in writing again prior to work commencement. In the event of the client failing to perform, and such failure causing delay, the company reserves the right to charge an hourly rate for stand down as detailed on the quotation or as company charges dictate at the time. Whenever possible Sui Generis International Ltd will endeavour to rectify any failure on the client's part to perform. Such an undertaking must be viewed as a goodwill gesture and to keep the project on schedule. No liabilities are implied for such action and the client must retain any such liability resulting from tasks designated to himself no matter who carried them out.
- 21.6 **Inlets, Outlets, Fittings & Similar:** Where the client is responsible for draining, emptying or clearing the work area he must also take responsibility for "Sealing" inlets and outlets, removing or protecting sensitive equipment, safeguarding all items which may be adversely effected by gritblasting, spraying, pressure washing, mechanically keying, chemically etching or any other applicant Sui Generis International Ltd may be involved in.
22. It is not the intention of Sui Generis International Ltd to impose any unfair term or condition. The company has a duty of care policy, which is vigorously enforced to protect all party's interests.
23. **CONSUMER CANCELLATION AND RETURNS POLICY (Consumer Contracts Regulations)**
- 23.1 This Cancellation and Returns policy does not apply to goods ordered by businesses, which are exempt from the Consumer Contracts Regulations
- 23.2 23.2.1 The Consumer may cancel a contract up to 14 days after the day of delivery.
- 23.2.2 On cancellation by the Consumer, goods must be returned to the Seller, at the Consumers expense, within 14 days of cancellation. The Consumer must ensure that the goods are packaged adequately to protect against damage.
- 23.2.3 If the Consumer cancels an order whilst it is in transport the Consumer will be responsible for any additional costs involved in returning the items to the Sellers premises.
- 23.2.4 If the Consumer fails to take reasonable care of the goods before they are returned to the Seller and this results in damage or deterioration to them the Seller will charge the Consumer for the reduction in value.
- 23.2.5 The Seller will refund all monies paid to it by the Consumer including any applicable original delivery costs within 14 days of receiving the item/s to their premises or 14 days after receiving proof of return of the goods, if earlier, less any costs due under this contract.
- 23.2.6 Goods that have been installed or used may not be returned unless they are faulty.
- 23.2.7 The Seller cannot accept cancellation or returns for items which have been made to the Consumers specifications, such as non-standard sizes (cut to size products); colours/styles outside of the options listed in the Sellers literature, or any standard size items which the Consumer has asked the Seller to modify (such as drilling or cutting).
- 23.3 This cancellation & returns policy does not affect the Consumers legal rights - for example, if goods are faulty or described inaccurately.
- 23.4 Business customers, or customers exempt from the Consumer Contracts Regulations may not cancel or return orders without the Sellers mutual agreement.