

## STANDARD CONDITIONS OF SALE - UK

### I. Definitions

<b>Contract</b>	a binding agreement between us and you for the sale and purchase of the Goods, incorporating our Order Acknowledgment and these Standard Conditions of Sale.
<b>Data Protection Laws</b>	the Data Protection Act 2018 together with all other data protection laws applicable in the United Kingdom from time to time.
<b>Goods</b>	the goods we agree to supply and sell to you under the Contract, including any modular building or storage container and any ancillary goods and services, as set out in our quotation or in the Order Acknowledgment.
<b>Mandatory Policies</b>	the following mandatory policies of the Seller's Group applicable to you as described in clause 12.2, which may be updated from time to time and a copy available on request or found on <a href="https://www.modulairegroup.com/corporate-policies">https://www.modulairegroup.com/corporate-policies</a> : a) Anti-bribery and Corruption Policy b) Code of Ethics c) Gift and Entertainment Policy d) Customer Data Privacy Policy e) ESGS Policy
<b>Order Acknowledgment</b>	the written order acknowledgment issued by us accepting your offer to purchase the Goods and which may include any additional terms and specifications we have agreed with you, including our quotation.
<b>Practical Completion</b>	the date of completion of the Site Works (if applicable) as determined by us at our discretion.
<b>Privacy Policy</b>	our privacy policy as may be updated from time to time, a copy of which can be found at <a href="https://www.algeco.co.uk/privacy-policy">https://www.algeco.co.uk/privacy-policy</a> .
<b>Site</b>	the site or location set out in our Order Acknowledgment.
<b>Site Works</b>	any installation works to be undertaken by us as set out in the Order Acknowledgment.
<b>we, us, our</b>	the Algeco entity identified as the seller of the Goods in the Order Acknowledgment.
<b>you, your</b>	the person, firm or company who purchases Goods from us.

### 2. Interpretation

- 2.1 References to delivery include installation and other related services where these are specified in our written Order Acknowledgment as being included in the Contract, unless the context requires otherwise.
- 2.2 Clause headings do not affect the interpretation of these Standard Conditions of Sale.
- 2.3 A reference to a provision of a statute will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. A reference to a URL is a reference to that URL as amended from time to time.
- 2.4 Unless otherwise stated, a reference to a day means a calendar day. Notices must be given in writing. Any reference to "writing" or "written" includes communication by email.

### 3. Basis of the sale

- 3.1 We will sell and you will purchase the Goods in accordance with any written quotation of ours which is accepted by you or any written order of yours which is accepted by us, subject in either case to these Standard Conditions of Sale which will govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by you.
- 3.2 Each order or acceptance of a quotation for Goods by you will be deemed to be an offer by you to buy Goods subject to these Standard Conditions of Sale. Quotations and orders are subject to the availability of the Goods.
- 3.3 No order placed or acceptance of a quotation by you will be deemed to be accepted by us until an Order Acknowledgment is issued by us or (if earlier) we deliver the Goods, at which point the Contract will come into existence.

- 3.4 If any provisions of the Order Acknowledgment contradict any of these Standard Conditions of Sale, the provision in the Order Acknowledgment will take precedence to the extent of that contradiction.
- 3.5 Subject to clause 3.4, the Contract will be on these Standard Conditions of Sale to the exclusion of all other terms and Standard Conditions of Sale (including any which you purport to apply under any document). No variation will have effect unless expressly agreed in writing and signed by our authorised representative.
- 3.6 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out in the Contract.
- 3.7 Once we have issued our Order Acknowledgment you may not amend or cancel the Contract or any part of it without our prior written consent and on terms acceptable to us, which will include you indemnifying us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of such amendment or cancellation.
- 3.8 The Contract is not subject to the obtaining of planning permission or any other consent in respect of the Goods, which will be your sole responsibility.
- 3.9 Goods sold by us are where practicable submitted to standard tests before despatch. If other tests are required by you, unless otherwise agreed these must be made at our premises or at a place nominated by us and such tests will be at your cost. Any figures or particulars of performance given by us are based upon experience and are such as we would generally expect to obtain but we accept no liability if such performance is not obtained in any particular case.

### 4. Description

- 4.1 The quantity and description of the Goods will be as set out in our Order Acknowledgment.
- 4.2 Any descriptive specifications, drawings, particulars and dimensions submitted in connection with our quotations are approximate only. Descriptions and illustrations contained in catalogues, price lists and other advertisement matter of ours are only intended to present a general idea of the goods described therein and will not form part of the Contract. All drawings, calculations and any other descriptive matter furnished by us to you in connection with quotations remain our property and must not be copied and/or shown to any third party without our prior written consent.
- 4.3 You will ensure that the terms of your order and any applicable specification are complete and accurate. You will give us any information that we request relating to the Goods in sufficient time to enable us to comply with our obligations under the Contract.
- 4.4 If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification submitted by you, you will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim or infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from our use of your specification.
- 4.5 We reserve the right to make any changes in the specification of the Goods which do not materially affect their quality or performance.
- 4.6 Unless otherwise provided in our Order Acknowledgement, you are responsible for preparing the Site where the Goods are to be installed in accordance with our requirements; failure to do so prior to the delivery date will result in delay and additional costs. You must also ensure that access to and over the place of delivery is in every respect suitable for the vehicles and any other equipment that will be used to deliver, offload and install the Goods. You acknowledge that some damage may occur to your property in obtaining access and in effecting delivery, installation and/or those other services; we will have no liability in respect of any such damage.

### 5. Price

- 5.1 The price for the Goods will be the price set out in our Order Acknowledgement. The price will be exclusive of any value added tax or other applicable taxes which you will pay in addition when you are due to pay for the Goods.
- 5.2 Unless otherwise stated in our Order Acknowledgment, you will pay all costs (at our current rates from time to time) of loading, transporting and unloading of the Goods relating to delivery of the Goods to and from your Site.
- 5.3 Where delivery, installation and/or other services are included in the Contract, the prices for delivery of the Goods to the location stated in our order acknowledgment and the price for installation of the Goods at that

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- location and/or the price for those other services are those prices stated in respect of them in our order acknowledgment.
- 5.4 Unless otherwise stated in our Order Acknowledgment, all packing cases, crates, skids, drums and other packing materials are non-returnable and chargeable.
- 5.5 We reserve the right, by giving you notice at any time before delivery of the Goods, to increase the price of the Goods to reflect any increase in our costs which is due to:
- 5.5.1 any factor beyond our reasonable control (such as, but not limited to, foreign exchange rate fluctuation, currency regulation, alteration of duties, change in the cost of labour, raw materials or other supply chain costs)
- 5.5.2 any change in delivery date, quantities or specifications for the Goods which is requested by you and accepted by us
- 5.5.3 any additional charges for services or any other changes or variations that you have instructed or require us to provide, and which are in addition to or were not previously set out in the Contract
- 5.5.4 any delay in you providing us within information or not giving us adequate information or instruction.
- 6. Payment**
- 6.1 We will be entitled to invoice the full price on or any time after we are ready to deliver the Goods, or as otherwise stated in the Order Acknowledgment.
- 6.2 Unless you notify us otherwise and unless you ask us to issue you with a reverse charge invoice, we will assume that you have end user status for the purposes of VAT accounting and/or that the normal rules on VAT invoicing apply to you
- 6.3 Where you have end user status and/or where normal rules on VAT invoicing apply to you, you will pay VAT where applicable and this will be itemised on invoices. Where you request a reverse charge invoice, we may carry out any reasonable checks on you in order to establish your status. If we are satisfied that the reverse charge applies to you then you will be solely responsible for accounting to HMRC for any VAT payable
- 6.4 Payment of all invoices is due in pounds sterling in cleared funds not later than 30 days after the date of our invoice, or as otherwise stated in the Contract.
- 6.5 Time for payment will be of the essence.
- 6.6 You will make all payments due under the Contract in full and you are not permitted to deduct or set-off any amounts owed to us whatsoever.
- 6.7 If you fail to pay us any sum due pursuant to the Contract on the due date for payment, we will be entitled, without prejudice to any other rights and remedies:
- 6.7.1 to charge, and you will be liable to pay us, interest on the unpaid amount at a rate equal to the prevailing base rate of Barclays Bank plc plus 4%, calculated daily from the next day after the due date up to and including the date of payment, whether before or after any judgment;
- 6.7.2 to appropriate any payment made by you to such of the Goods or to any other contract between you and us as we may determine, notwithstanding any purported appropriation by you; and
- 6.7.3 to cancel the Contract or suspend any further deliveries to you.
- 6.8 You will pay all of our costs in collecting outstanding charges and any other payments due and payable by you under the Contract.
- 7. Delivery**
- 7.1 Delivery will take place as set out in our Order Acknowledgment.
- 7.2 Any dates specified by us for delivery are intended to be an estimate; you will not be entitled to make time of the essence by notice or otherwise. If no dates are specified, delivery will be within a reasonable time. We may deliver in advance of the quoted date on giving you reasonable notice.
- 7.3 If for any reason you fail to accept delivery of any of the Goods, or we are unable to deliver the Goods on time because you have not provided appropriate instructions, documents, licences, authorisations or access or have not properly prepared the Site:
- 7.3.1 risk in the Goods will pass to you (including for loss or damage caused by our negligence)
- 7.3.2 the Goods will be deemed to have been delivered by us for the purposes of the Contract
- 7.3.3 you will be responsible for all costs, charges, expenses and liabilities arising including, but not limited to, the cost of taking the Goods away, the cost of storage and all costs in connection with their subsequent re-delivery and installation (in addition to the costs of the abortive delivery); and
- 7.3.4 without prejudice to any other rights and remedies that we might have, we will be entitled to sell the Goods at the best price reasonably and readily obtainable and (after deducting all reasonable expenses in connection with storing and selling the Goods) account to you for any excess over the Contract price or charge you for the amount of any shortfall below that price.
- 7.4 We may deliver the Goods by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract. Each instalment will be a separate Contract. No cancellation or termination of any one Contract relating to an instalment will entitle you to repudiate or cancel any other Contract or instalment.
- 7.5 The delivery and installation services may be provided by our sub-contractors and will be provided by them to us under the standard terms and conditions of the Road Haulage Association and Contractors' Plant Association respectively. In those circumstances those standard terms will apply in respect of the Contract in respect of the transport and lifting operations as if they were set out in full in the Contract, provided that if and to the extent that there are any inconsistencies or conflicts between those standard terms and these Standard Conditions of Sale, these Standard Conditions of Sale will prevail.
- 7.6 Where it is agreed that we will provide Site Works, any date quoted for the completion of any Site Works in the quotation or Order Acknowledgment is indicative only and given in good faith. We will use our reasonable endeavours to reach Practical Completion by the date quoted; however, completion dates are not binding on us.
- 7.7 The Site Works will be deemed to have achieved Practical Completion if in our reasonable opinion they are fit for occupation or use. If the Site Works are delayed for any reason beyond our control (including unsuitable Site conditions or weather conditions, or our compliance with any instruction or request you make), then the anticipated completion date will be deemed extended for the period of the delay.
- 7.8 In the case of a delay, we will be entitled to be paid reasonable costs, including overhead recovery and abortive and suspension costs, except where the delay was solely caused by us.
- 7.9 Except for Site Works specifically referred to as being our responsibility in our Order Acknowledgment, any Site Works to be performed are entirely your responsibility.
- 8. Risk and Title**
- 8.1 The Goods are at your risk from the time of delivery or the time when delivery should have taken place as stated in clause 7.3.
- 8.2 Ownership of the Goods will not pass to you until we have received in full (in cleared funds) all sums due to us in respect of:
- 8.2.1 the Goods
- 8.2.2 all other sums which are or become due from you to us on any account.
- 8.3 Until ownership of the Goods has passed to you, you will:
- 8.3.1 hold the Goods on a fiduciary basis as our bailee
- 8.3.2 store the Goods (at no cost to us) so that they remain readily identifiable as our property
- 8.3.3 maintain the Goods in satisfactory condition and keep them insured on our behalf for their full price against all risks. On request you will produce the insurance policy
- 8.3.4 not sell or otherwise dispose of or deal with the Goods.
- 8.4 Your right to possession of the Goods will terminate immediately if:
- 8.4.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a formal or informal meeting of creditors, or enter into voluntary or compulsory liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed, or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding-up or for granting of an administration order in respect of you,

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or any proceedings are commenced relating to your insolvency or possible insolvency

8.4.2 you suffer or allow any legal or equitable execution to be levied on your property or obtained against you, or fail to observe or perform any of your obligations under the Contract or any other contract between us and you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease trading

8.4.3 you pledge or in any way charge any of the Goods.

8.5 We will be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.

8.6 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.

### 9. Installation of Goods

9.1 Our Order Acknowledgment assumes that the Site will be easy for access for all vehicles, cranes, tools, materials and tackle necessary to carry out the installation and continuous performance of the work during the normal working hours. Access to the Site must be suitable for such vehicle transporting the Goods to enter the Site. You must provide suitable hardstanding for off-loading the Goods adjacent to the foundations. We are not responsible for any supporting structure or foundation work not designed and constructed by us and we accept no responsibility, direct or indirect, which may be incurred due to any insufficient or unsuitable structure or foundation. Where foundations are installed by you, you must accept responsibility for the accuracy of the setting out, dimensions, levels and where applicable, pockets and sole plate.

### 10. Your obligations

10.1 You, at your own cost, will assume all responsibility for all conditions of the Site above and below the surface including all environmental matters as may be applicable to the Site.

10.2 You warrant that you have sought and obtained all necessary consents, licenses and approvals required for the delivery, movement, loading, unloading, siting, installation and use of the Goods, and you will be deemed to have made all necessary due inspections, risk assessments, made all inquiries of all matters pertaining to the Site and any access to the Site required by us.

10.3 Unless otherwise expressly agreed in writing between the parties, you warrant that the Site Works are capable of being performed on the Site; and the Site and Site access (including ground conditions and weather conditions and vehicular access) are suitable for the safe and effective delivery, movement, loading, unloading, siting, installation and operation of the Goods and performance of the Site Works; and that any Goods will be located within a maximum distance of 10 metres from a suitable vehicular access point.

10.4 You will at all times ensure that we have sufficient access to the Site to do all things required to be done under the Contract including delivery and unloading of the Goods and performance of the Site Works. You will provide adequate facilities at the Site including vehicular off loading, vehicular access within a maximum distance of 10 metres from the location or proposed location of the Goods, and facilities to enable us to safely undertake the Site Works.

10.5 You will unless otherwise stated in sufficient time and at your own expense provide suitable foundations and ensure the Site is levelled, graded, compacted and free from debris, structures and obstructions for the Goods, and such foundations will conform to any instruction, specification or drawing, which may be supplied by us.

10.6 Unless the parties agree otherwise in writing, you will be responsible for any personnel supplied by us who will be deemed to be acting as your agent and under your control.

10.7 Without prejudice to any other claim or remedy available to us, we will be entitled to be paid by you on demand for any costs, losses and expenses incurred by us as a result of your failure to comply with clauses 10.1 to 10.6, including any overhead recovery, abortive suspension and delay costs and charges, and costs in relation to transport vehicular access, labour storage and crane hire.

10.8 Unless we have agreed in writing to the contrary with you:

(a) we will not be under any obligation to provide any additional plant lifting gear or special apparatus, other than that carried by the delivery vehicle, required for siting any Goods;

(b) we will not be under any obligation to provide power or labour, other than that carried by the delivery vehicle;

(c) you warrant that any special appliances required for siting the Goods, which are not carried out by the delivery vehicle, will be provided by you or on your behalf;

(d) we will be under no liability whatever to you for any damage whatever or however caused, if we are instructed to load or unload any Goods requiring special appliances, which in breach of the warranty in clause 10.8(b) above, have not been provided by you or on your behalf; and

(e) you will make available to us upon provision of the vehicle competent personnel to fully manage the lifting operation associated with the loading and unloading undertaken by the vehicle, having previously planned the predicted lifting operation in accordance with BS7121: Part 1:1989 and Part 4:1997.

10.9 You will bear the full cost of any additional plant lifting gear or special apparatus hired by us for the purpose of siting or removing the Goods.

10.10 We may provide additional plant lifting gear by entering into a contract under the Contractors Plant Association Model Conditions for the Hiring of Plant (or any other conditions reasonably acceptable to us) with a contractor (the **Contractor**) who will undertake the lifting operation on our behalf in accordance with BS 7121 – Safe Use Of Cranes, Part 1:1989 and Part 4:1997 where applicable, and you will indemnify us in full for all costs, damages, losses or liabilities arising out of or connected with the entering into and performance of the contract with the Contractor.

10.11 The Contractor will be responsible for the management and planning of the lifting operation notwithstanding your responsibilities under BS 7121.

10.12 Where, in our opinion, the ground in and around the Site (including all private roadways accesses main pipes manholes weighbridges or approaches under through or over which we, our servants, agents or contractors might have to pass in the performance of any obligation) is soft or otherwise unsuitable you will in sufficient time and at your own expense supply and lay a surface in a suitable position for the Goods to travel over or stand on during the loading and unloading at the Site.

10.13 Connection and disconnection of mains services on Site and the suitability of those services are the responsibility of you unless otherwise agreed between the parties in writing.

10.14 You will be responsible for obtaining any necessary permissions, consents or authorisation from any owner or occupier of the Site or any other land where access is required for the entry into the Site and the siting of the Goods on the Site.

10.15 You authorise us to accept the signature on delivery of the Goods of any person reasonably holding themselves out to be your representative whether such person be so authorised or not.

10.16 You will indemnify us in full for all costs, damages, losses and liabilities incurred by us as a result of a claim made by any person firm or company (including us) arising out of or in connection with this clause 10, except where such costs, damages, losses and liabilities arise solely and directly from our negligent act or omission.

### 11. Assignment and subcontracting

11.1 You may not assign the Contract or any part of it without our prior written consent.

11.2 We are a member of a group of companies and accordingly we may perform any of our obligations or exercise any of our rights hereunder by ourselves or through any other member of our group provided that any act or omission of any such other member will be deemed to be our act or omission.

11.3 We may subcontract any part of our obligations under the Contract.

### 12. Compliance with law, regulations and third party consents

12.1 You are solely responsible for applying for, obtaining and complying with all obligations imposed by any law, Act of Parliament, statutory instrument, statutory regulations, and all third party consents or obligations in relation to the delivery, loading, unloading, installation, use and removal of the Goods, including all building regulations derived from the Building Act 1984, the Offices Shops and Railway Premises Act 1963, The Health and Safety at Work etc. Act 1974, the Town and Country Planning Acts, Regulatory Reform (Fire Safety) Order 2005 and all obligations and third party rights relating to the purposes for which the Goods are used, or to its condition, delivery, siting or removal. You will comply with all instructions issued by us or any of our authorised employees, agents or subcontractors.

12.2 The provision of fire safety equipment by us or any of our affiliates does not constitute or amount to either an acceptance of responsibility for fire safety (including for the avoidance of doubt fire risk assessments) at the Site where the equipment is located or warrant that the fire safety



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- equipment provided is suitable and sufficient for purpose and does not replace your legal responsibilities as the responsible person (or otherwise) for fire safety at the Site under any applicable laws and regulations in force from time to time. We will not be held liable for your failure to comply with your fire safety obligations.
- 12.3 You confirm that you have received, understood, accepted and agree to adhere to the Mandatory Policies. You undertake that you and any of your employees, representatives and collaborators will each agree to comply with and be bound by the content, principles and procedures of the Mandatory Policies.
- 12.4 You will not use the Goods for any unlawful purpose.
- 12.5 Without limiting our other rights and remedies, any breach of this clause 12 by you will be deemed to be a material breach not capable of remedy and will give us the right to terminate the Contract immediately by notice to you.
- 12.6 You will indemnify us in full for all costs, damages, losses or liability howsoever caused arising out of or connected with the failure by you to comply with this clause.
- 13. Health and Safety**
- 13.1 Where the Goods are supplied to your specification or design, you will be responsible for ensuring that so far as is reasonably practicable the Goods are so designed as to be safe and without risk to health when properly used, that such testing and examination is carried out as may be necessary for ensuring that the Goods are so designed, and that adequate information will be available in connection with the use of the Goods at work, about the use for which they are designed and have been tested, and about any condition necessary to ensure that when put to that use the Goods will be safe and without risk to health. You will indemnify us against any claims which may be made against us whether under the Health and Safety at Work Act 1974 or the regulations made thereunder or otherwise arising out of any failure on your part to carry out the foregoing responsibilities and for all costs and expenses incurred by us in dealing with any such claims and rectifying any defects in the Goods.
- 14. Limitation of liability**
- 14.1 The following provisions set out our entire liability to you in respect of:
- any breach of the Contract
  - any use made of the Goods
  - any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 If there is any defect in the Goods we will be given the opportunity to repair the defect or replace the Goods before you pursue any other remedy.
- 14.3 In respect of Goods located within mainland Britain, subject to clause 14.4 and the other provisions of these Standard Conditions of Sale, we will make good at our own cost defects in the Goods or the installation of them that are caused by defective materials or defective workmanship of which you give us notice within 12 months of the date of delivery. This will be the full extent of our liability for any defect.
- 14.4 We will not be liable for any defect, in any event, if:
- you do not allow us to inspect the Goods that are alleged to be defective on reasonable notice; or
  - the defect arises because you failed to follow any instructions we have given relating to the Goods, their use or their maintenance and servicing or is caused by any misuse, misconnection or overloading of the Goods;
  - the defect is in respect of air conditioning or heating equipment and systems (these are supplied to us by third parties and our liability in respect of them will be limited to and satisfied by us assigning to you any rights and warranties provided to us by the manufacturers);
  - you have not paid in full for the Goods;
  - you alter, repair, modify or adjust, or allow any person other than a person authorised by us to alter, repair, modify or adjust the Goods;
  - the defect arises from any drawing, design or specification supplied by you;
  - the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions
- 14.5 Nothing in these Standard Conditions of Sale excludes or limits our liability:
- for death or personal injury caused by our negligence under section 2(3) of the Consumer Protection Act 1987
  - for any matter which it would be illegal for us to exclude or attempt to
- exclude our liability
- (d) for fraud or fraudulent misrepresentation.
- 14.6 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract (including any liability for the acts or omissions of our employees, agents and subcontractors) will in no circumstances exceed the Contract price.
- 14.7 We will not be liable to you for any loss of profit, loss of revenue, loss of business, depletion of goodwill in each case whether direct, indirect or consequential, or for any indirect or consequential loss or damage, in each case, however caused, even if foreseeable.
- 14.8 The Contract sets out the full extent of our obligations and liabilities. There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us except as specifically stated in the Contract. Any condition, warranty or other term concerning the Goods which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded to the fullest extent permitted by law.
- 14.9 If you have any claim against us under the Contract you must give us notice as soon as reasonably practicable after the claim first arises.
- 15. Non-Prime Goods**
- 15.1 Where Goods are sold as non-prime or as scrap items (as stated in our Order Acknowledgment or quotation) those Goods are sold in their actual state, as seen, without warranty and with all faults whether or not you have inspected the Goods prior to delivery. We will give you reasonable opportunity to inspect the Goods prior to purchase but the onus will be on you to satisfy yourself as to the state and condition of the Goods.
- 15.2 Where Goods are sold as scrap items, you warrant that the Goods will not be used or represented as suitable for lifting or operational purposes and we shall have no liability for any defects, failures, or safety issues arising from the Goods' condition or prior modifications.
- 15.3 In the case of non-prime Goods and Goods sold as scrap items, clause 14.3 will not apply.
- 16. Specification and Copyright**
- 16.1 The specifications, drawings, data, literature and statements as to dimensions, suitability, performance or otherwise issued by us in connection with the Goods are offered in good faith but are intended to be approximate only and the Goods are supplied subject to no conditions nor will it carry any guarantee or warranty as to dimensions, quality, fitness, performance or suitability.
- 16.2 You are responsible for the correct selection of the Goods and while we may supply drawings, make recommendations or provide assistance, you will not rely on us and will rely solely on such expertise as may be available to you from your own or other technical sources.
- 16.3 The copyright in drawings, data and literature relating to the Goods will remain our property and such drawings, data and literature and our manufacturing and operating techniques and our pricing will not be disclosed or used except as necessary for the purpose of application and use by you of the Goods and for compliance with the Contract.
- 17. Force Majeure**
- 17.1 We will not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of our obligations under the Contract if such delay or failure results from events, circumstances or causes beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, disease, epidemic or pandemic, traffic congestion, mechanical breakdown (including of machinery, equipment and vehicles), any public or private road being blocked, or industrial action (including by our own or our agents' or sub-contractors' workforce)).
- 17.2 We will aim to tell you promptly about any event of force majeure as described in clause 17.1 which affects our performance of the Contract and will try to mitigate the effect of such event on the performance of our obligations.
- 17.3 We reserve the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by you (without liability to you or us) if we are prevented from or delayed in the carrying on of our business due to events, circumstances or causes beyond our reasonable control.
- 18. Termination**
- 18.1 We may terminate the Contract at any time if any of the events set out in

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clauses 6.7, 8.4, 12, or 17.3 occur.

### 19. Confidentiality and Data Protection

- 19.1 You undertake that you will not at any time disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers, except as permitted by clause 19.2.
- 19.2 You may disclose our confidential information:
- to your employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out your obligations under the Contract. You will ensure that your employees, officers, representatives, subcontractors or advisers to whom you disclose our confidential information comply with this clause 19; and
  - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 You will not use our confidential information for any purpose other than to perform your obligations under the Contract.
- 19.4 For the purpose of this clause 19, "confidential information" means all information in respect of our business and financing including, but not limited to, any ideas, business methods, finance, prices, financial marketing development or manpower, plans, drawings, market opportunities, product information, design rights, customer information, trade secrets, details, computer systems and software know-how on any medium and software listings of any party and other matters connected with the products or services manufactured, marketed, provided or obtained by us.
- 19.5 You will not disclose personal data to us other than to the extent necessary for the performance of the Contract. We will process any such personal data as a data controller in compliance with Data Protection Laws and in accordance with our Privacy Policy.

### 20. Waiver and amendment

- 20.1 Our failure or delay to exercise a power or right does not operate as a waiver of the power or right. A waiver is not effective unless in writing.
- 20.2 We may change the terms of these Standard Conditions of Sale by giving notice to you and/or by publishing such changes on our website <https://www.algeco.co.uk/terms-conditions>. We will notify you of any changes which we believe to be significant at least 30 days before the changes take effect.
- 20.3 Other than changes permitted by clause 5.5 and clause 20.2, no other provision of the Contract will be amended in any way unless agreed by both parties in writing.

### 21. Severability

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause will not affect the validity and enforceability of the rest of the Contract.

### 22. Entire agreement

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will 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.

### 23. Notices

Any written communication between the parties will be effective and will be sufficiently served if sent by letter whether delivered by pre-paid post, as an email or delivered by hand to the address of the other party as referred to in the Contract and will be deemed to have been received: (a) if sent by post 2 working days after posting; (b) if sent by email 1 business day after transmission; and (c) if delivered by hand at the date of delivery.

### 24. Third party rights

Unless expressly stated to the contrary, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party who is not a party to the Contract to enforce any term of the Contract.

### 25. Disputes

- 25.1 The parties will attempt, in good faith, to resolve any dispute arising out of or in connection with the Contract (**Dispute**) promptly by negotiation which will be conducted as follows: (a) if a Dispute arises in the opinion of

either party, the party in question may give notice to the other party that the dispute has arisen (**Dispute Notice**); (b) the Dispute will be referred, by the referring party, first to the operational managers of each of the parties for resolution; and (c) if the Dispute cannot be resolved by the operational managers of the parties within 14 days after the Dispute has been referred to them, either party may refer the Dispute to the senior managers or directors for resolution.

- 25.2 If, within 28 days of the Dispute Notice, the parties have failed to agree on a resolution, either party may refer the Dispute for mediation.
- 25.3 Notwithstanding clause 25.2, or if and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation, either party may commence or continue court proceedings in respect of such unresolved Dispute or issue.
- 25.4 Nothing in this clause 25 will prevent either party from starting legal proceedings where an order for an injunction, disclosure or legal precedent is required.

### 26. Governing law and jurisdiction

- 26.1 The Contract and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law.
- 26.2 You irrevocably submit to the exclusive jurisdiction of the English courts 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.