



**Industrial Belting International Limited
Terms and Conditions of Service**

1. Definitions

- 1.1. IBI: Industrial Belting International Limited (Registered Company 3964139) of Unit A1, The Sidings, Station Road, Ampt Hill Ind Estate, Ampt Hill, Bedfordshire, MK45 2QY;
- 1.2. the Client: the organisation or person who procures the Goods and Services from IBI;
- 1.3. Party or the Parties: IBI or the Client or both;
- 1.4. the Goods and Services: the products, materials and/or professional services to be provided by IBI to the Client and as detailed in IBI's Contract Specification;
- 1.5. the Agreement: these Terms and Conditions together with any terms contained within any Contract Specification;
- 1.6. the Contract Specification: means the schedule of works, quotation or other similar document giving details of the Goods and or Services to be provided by IBI.

2. General and Interpretation

- 2.1. These Terms and Conditions shall apply to the supply of Services by IBI to the Client and to the exclusion of all other terms and conditions, including any terms and conditions the Customer may purport to apply under any purchase order, confirmation of order or similar documents.
- 2.2. The Client shall be deemed to have accepted these Terms and Conditions and to have authorised IBI to perform the Services upon IBI's acceptance of the Client's order and the Client shall be liable to IBI for any costs incurred by IBI in the performance of the Services.
- 2.3. In the Agreement any references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

3. Charges, invoicing and payment

- 3.1. IBI's fees for the supply of Goods and Services will be detailed in the Contract Specification. All fees are subject to VAT at the current applicable rate.
- 3.2. Invoiced amounts shall be payable within 30 days unless specified otherwise within the Contract Specification.
- 3.3. IBI is entitled to charge interest on overdue invoices from the day after the date on which payment was due until the date on which payment was made. The rate of interest charged shall be 8.00% per annum above the official dealing rate of the Bank of England currently in force.
- 3.4. IBI shall also be entitled to recover any reasonable charges incurred in the process of obtaining late payment owed by the Client to IBI, unless such costs are incorporated in a fixed cost agreed in settlement of the late payment owed by the Client to IBI. Such costs may include, but are not limited to, the fees paid to any third party debt collecting agency instructed by IBI.
- 3.5. Where the Client fails to make payment of an invoice by the final date for payment in accordance with Clause 3.2 IBI shall be entitled to, on submission of seven days' written notice, suspend performance of the Services until payment of the outstanding amount has been made by the Client.

- 3.6. Where IBI suspends performance of the Services in accordance with Clause 3.5 the Client shall not instruct any other company, person(s) or organisation to perform the Services.
- 3.7. The Client agrees that it shall be liable for any costs and damages incurred by IBI in consequence of IBI suspending performance of the Services in accordance with Clause 3.5.
- 3.8. The Client further agrees that suspension of the Services in accordance with Clause 3.5 shall not amount to a breach of this Agreement by IBI.

4. Retention of ownership: Goods

- 4.1. The Parties agree that ownership of Goods supplied by IBI (or any supplier to IBI) in the provision of the Goods and Services shall be retained by IBI until all invoices raised by IBI for the Goods and Services have been settled by the Client.
- 4.2. Upon non-payment of an invoice by the Client with the agreed period, the Client agrees that it shall allow IBI access to the site where the Goods were installed to remove any Goods for which IBI still holds ownership within 14 days of any written request from IBI for such access, unless the Client settles all outstanding invoices for the Goods and Services within that 14 day period.
- 4.3. The Client agrees that IBI shall have no liability for any damage caused to property or materials in the removal of any Goods except where such damage is caused by the negligence of IBI.

5. Client Responsibilities

- 5.1. The Client shall co-operate with IBI in order to enable IBI to perform its obligations under this Agreement and in particular shall:
 - 5.1.1. Obtain all necessary permissions and consents that may be required for the performance of the Services;
 - 5.1.2. Ensure that accurate information required for the performance of the Services is supplied to IBI and supply any further information reasonably required by IBI;
 - 5.1.3. Comply with such other requirements as may be set out in the Contract Specification or otherwise agreed between the parties;
 - 5.1.4. The Client shall ensure that its premises are prepared and accessible to IBI's operatives at the time and date agreed for performance of the Services;
- 5.2. The Client shall be liable to compensate IBI for any expenses incurred or losses suffered by IBI as a result of a failure of the Client to comply with any part of Clause 5.1.

6. IBI Responsibilities

- 6.1. IBI will use all reasonable endeavours to ensure that the Services are performed to a reasonable standard and within the indicated time frames specified in the Contract Specification.

7. Warranty

- 7.1. IBI offers a twelve month warranty in respect of wear and tear to Goods supplied and/or installed.
- 7.2. The Warranty shall not apply to defects which have arisen as a result of neglect, abnormal use, accidental damage or alterations, modifications or repairs carried out by anyone other than IBI or a contractor approved by IBI. In particular, the following are not covered by the Warranty:
 - 7.2.1. Damage through incorrect care & maintenance
 - 7.2.2. Damage through standing water, insect infestation, accidents or acts of God.
- 7.3. Any claims against the Warranty must be notified in writing to IBI within 30 days of the date on which the Client became, or should reasonably have become, aware of the defect.

7.4. The Warrant period shall not be increased in the event of an accepted claim against the Warranty.

8. Health and Safety

8.1. IBI treats the health and safety of its employees, contractors and agents with the utmost importance. IBI will carry out site specific risk assessments and produce method statements for any Services carried out on a site operated by or on behalf of the Client.

8.2. The Client acknowledges its statutory and common law duties in relation to the health and safety of visitors to its site, including in particular pursuant to section 4 of the Health and Safety at Work etc. Act 1974.

8.3. The Client shall ensure that all sites where IBI shall carry on the Services are safe for conduct of those Services. IBI shall notify the Client of any risks to health and safety which require remedial action, which must be taken by the Client within a reasonable time scale.

8.4. IBI reserves the right to suspend the provision of all or part of the Services where an unacceptable risk to health and safety exists until the Client has removed, or reduced to an acceptable level, that risk. The Client shall be liable for any costs incurred by IBI as a consequence of any such period of suspension.

9. Variations to the Services

9.1. Variations to the Services to be provided by IBI under this Agreement must be agreed in writing by an authorised member of IBI. Any other variation will not be binding upon IBI.

10. Indemnity

10.1. The Client shall indemnify IBI in respect of any direct loss incurred by IBI in the performance of the Services in consequence of any negligent act or omission committed by any person or organisation acting on behalf of the Client.

10.2. IBI shall indemnify the Client in respect of any direct loss incurred by the Client in consequence of any negligent act or omission committed by any person or organisation acting on behalf of IBI in the normal course of the performance of the Services.

11. Limitation of Liability

11.1. The liability of IBI to the Client under this Agreement shall be limited to any direct loss suffered by the Client as result of the negligent performance of the Services and only where the Client notifies IBI of the negligent act or omission in question within seven days of the date when the Client became, or should reasonably have been, aware of that act or omission.

11.2. IBI shall not be liable for any loss caused by any act or omission of an operative of IBI where that operative was not acting in the normal course of performance of the Services.

11.3. IBI shall not be liable for any loss or damage arising from the performance of services that amount to a variation of the Services agreed under this Agreement unless such variation has been agreed in compliance with Clause 9 of this Agreement.

11.4. Time shall not be of the essence in relation to performance of the Services unless expressly provided otherwise in the Contract Specification, and IBI shall not be liable for any losses incurred by the Client as a result of a failure to perform the Services within any indicative time frames specified in the Contract Specification.

11.5. The maximum liability of IBI in any case shall be no greater than the amount payable by the Client under the Contract Specification.

11.6. Nothing in these terms shall restrict IBI's liability for personal injury or death.

12. Termination

12.1. This Agreement shall terminate automatically once IBI has completed performance of the Services and the Client has made payment of all monies owed to IBI under this Agreement.

- 12.2. Otherwise this Agreement may not be terminated except in accordance with the provisions of this clause.
- 12.3. This Agreement may be terminated by either party immediately in writing where:
- 12.3.1. The other Party becomes bankrupt or insolvent or enters a deed or arrangement with its creditors or goes into liquidation or has a receiver appointed of all or part of its undertaking, (except for the purposes of amalgamation or restructuring); or
- 12.3.2. Acts in fundamental or repeated breach of a term or terms of this Agreement to an extent which permits the other party to consider this Agreement repudiated, unless such breach is in consequence of force majeure.

13. Force Majeure

- 13.1. Neither party shall be entitled to damages from the other party, or to terminate this Agreement where the other party acts in default or material breach of this Agreement where that default or breach was caused by conditions or events beyond its control including, but not limited to:
- 13.1.1. Strike, lockout or other labour dispute affecting the employees of IBI or the Client;
- 13.1.2. Natural disasters;
- 13.1.3. Acts of war or terrorism;
- 13.1.4. Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;
- 13.1.5. Delay in manufacture, production or supply by third parties of equipment or services required for the performance of the Services;
- 13.1.6. Any event preventing IBI's operatives from attending the Client's premises to perform the Services including but not limited to adverse weather conditions, road closure or congestion and mechanical breakdown;
- 13.2. The Party in breach of default shall be entitled to a reasonable extension of time to perform its obligations under this Agreement after notifying the other party

14. Notices

- 14.1. All notices and other communications provided for in this Agreement and any associated document shall be in writing and shall be delivered by post, fax, email or hand to an authorised representative, to the address, fax or email specified in the Contract Specification.
- 14.2. Any notices served shall be deemed to be effective on actual receipt by the receiving Party, who shall acknowledge receipt within two working days of the date of receipt.

15. Severability

- 15.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. Waiver

- 16.1. A waiver by either Party of its rights under this Agreement will only be valid if it is in writing and signed by the Party which is waiving its rights.
- 16.2. The failure of a Party to demand performance of any obligation owed to it under the terms of this Agreement shall not affect the right of that Party to demand performance of the same obligation in the future.
- 16.3. The failure of a Party to resort to a remedy provided under the terms of this Agreement shall not affect the right of that Party to resort to that remedy in the future.

16.4. The waiver by any Party of a breach of this Agreement committed by the other Party shall not be deemed to be a waiver of any subsequent similar breach.

17. Independent Contractors

17.1. IBI and Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless expressly agreed to in writing by both parties.

18. Third party rights

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

19. Jurisdiction

19.1. This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.