



Formatank Ltd ~ Terms And Conditions Of Sale

1. GENERAL

The acceptance of this proposal includes the acceptance of the following Terms & Conditions of Sale.

2. DEFINITIONS

"Company" means Formatank Ltd.

"Customer" means any company, persons, firm or individual to whom the goods are sold or supplied by the Company.

"Goods" means all goods, materials and/or other items supplied by the Company to the Customer.

3. TERMS

This proposal is submitted for consideration as a whole. The Company reserves the right to revise this proposal if the value is affected by subsequent variations which effect the overall value.

4. VALIDITY

Unless otherwise indicated, this proposal is open for acceptance for 30 days from the date hereof and is subject to our confirmation upon receipt of order.

5. PAYMENT

(a) Contracts for supply of goods only: Nett cash end of month following date of delivery.

(b) Contracts for supply and installation: Monthly valuation will be submitted for the value of Goods delivered or appropriated to the contract during the preceding month plus all costs arising from installation during the month. The final balance of account to be paid at the end of the month following completion of installation.

6. DRAWINGS & SPECIFICATIONS

Drawings or specifications produced by the Company must not be reproduced without prior written permission of the Company.

7. VARIATIONS OF CONTRACT

(a) Contract variations must be authorised and signed by the Customer. The additional cost of carrying out the Customer's variations will either be agreed prior to work commencing or will be authorised by the Customer on a 'time and materials' basis.

(b) Should the Company incur extra costs owing to suspension of work by the Customers instruction or lack of instruction, interruption, delay, overtime, unusual hours of work for which the Company is not responsible, then such costs will be charged as an extra cost.

8. RESPONSIBILITY ON SITE

(a) The Customer will have all preparatory work ready in accordance with our current requirements including work by other trades.

(b) The Customer will pay all reasonable charges for any extra journeys to/from site arising from the unreadiness of site preparation.

(c) The Customer will be responsible for carrying out in proper fashion any consequential work by other trades.

9. FORCE MAJEURE

The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the Company being prevented, hindered or delayed in the manufacture of their 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 or other circumstances whatsoever outside the control of the Company.

10. RETENTION OF TITLE

Goods delivered, sold or supplied to the Customer remain the property of the Company until such time as payment is received in full.

11. ERROR AND OMISSIONS

The Company reserves the right to amend any error or omission in the proposal.