

## Standard Terms and Conditions

### A. Conditions relating to all Contracts

#### 1. General

These terms and conditions will apply to and govern any tender, quotation or contract between Green Frog Enterprises Ltd (hereinafter referred to as "GFE") and the Customer. Any other terms conditions, warranties or representations, whether made prior to, collateral with or subsequent to the contract are excluded. No additional terms of any nature put forward by the Customer, whether printed on the Customers documents or in any other form, shall apply unless they are separately bought to GFE's notice and express written consent thereto is given by GFE.

#### 2. Contract date

The contract shall become binding upon the parties only when GFE accepts in writing an order from the Customer. Any quotation given by GFE shall be deemed to be an invitation to treat and not an offer on the part of GFE.

#### 3. Cancellation

Orders placed and accepted by GFE cannot be cancelled except with GFE's consent and on terms which will indemnify GFE against loss. Goods returned without GFE's consent shall not be accepted for credit.

#### 4. Prices

The prices quoted by GFE are the prices at the time of quotation only and are subject to clauses C4 and C5 herein. The price to be paid shall unless the contrary appears in the agreement between the parties be the standard pricing ruling at the date of delivery, at the time of installation or at the time of carrying out a maintenance service referred to in the contract as the case may be. All prices quoted are excluding VAT and payable in sterling.

#### 5. Terms of Payment

Where the contract does not specify other terms of payment the Customer shall pay 100% net no later than 30 days after the invoice date.

#### 6. Overdue Accounts

The Customer shall be liable to pay interest at the rate of 3% over National Westminster Bank plc base rate calculated on a daily basis on all overdue accounts.

#### 7. Consequential Loss

GFE shall not be liable for any consequential loss or damage suffered by the Customer howsoever caused including without limitation loss due to delay, loss of production, loss of profits, loss of contract; loss or damage to other property or goods.

#### 8. Guarantee

a. GFE will accept liability for a period of twelve (12) months from the date of delivery, or where the goods or equipment are installed by GFE from the date of completion of installation, or where a service is being included by GFE from the date of such service to make good any defects in goods or equipment supplied by GFE which developed whilst in proper use as a result of faulty materials or bad workmanship in manufacture, subject to the following provisions:

i. The goods or equipment have been installed by GFE or installed in accordance with the instructions given by GFE.

ii. The goods or equipment have at all times been operated in accordance with GFE's or the manufacturers operating and maintenance instructions.

iii. The nature of all the input services to the equipment has not changed by significant amount.

iv. There has been no exchange or modification of the goods or equipment or the parts thereof after installation without prior agreement with GFE.

v. None of the settings of the plant control gear (save controls designed for customer's use) have been altered without written authority from GFE.

vi. The equipment has not been misused or damaged by external force

vii. The Equipment has not been used for any other purpose than the purpose notified to GFE;

viii. The Equipment has not been serviced or repaired by any other person(s) other than those approved by GFE;

ix. The Equipment has not been used in conjunction with any items not previously approved by GFE;

x. The Equipment has not been damaged by the Customer's negligence.

b. Save as aforesaid GFE accepts no liability for any goods provided or installation or services carried out by GFE.

#### 9. Claims and Returns of Goods or Equipment

The entitlement of the Customer to any benefit of the guarantee shall be subject to the following conditions:

a. That any complaint shall be notified in writing to GFE in the case of alleged defects

within twenty-one (21) days of the date of the alleged defect arising or being discovered by the Customer and in any event not later than twenty-one (21) days after the expiration or the guarantee period.

b. That the Customer shall prove to GFE's satisfaction that the alleged defect is one covered by one or more of the provisions of guarantee and GFE shall have sole discretion whether the equipment or the part in question should be made available for inspection by GFE's representative at the Customer's premises or whether the goods should be returned at the Customer's cost and risk to GFE. The Customer shall also be responsible for the costs of redelivery of an alleged defective part after examination and/or repair by GFE unless GFE in its discretion shall otherwise decide.

c. Permission in writing from GFE must be obtained before any goods or equipment are returned either to GFE or the manufacturer.

10. For the avoidance of doubt the Customer shall pay to GFE on a full indemnity basis, all costs, expenses, losses and liabilities incurred by GFE in connection with any third party costs and legal expenses incurred by GFE in obtaining a judgment against the Customer.

11. If at any time any clause, sub-clause or part of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other clause, sub-clause or part.

12. Nothing in this Agreement shall give any third party any rights enforceable against GFE.

#### 13. Jurisdiction

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall be governed and construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

### B Conditions relating to supply and installation of goods

#### 1. Delivery

Every endeavour is made to deliver on or before the estimated date of delivery but no responsibility or liability will be accepted by GFE for delay caused in whole or in part by strikes, lock-outs, works breakdown, fire shortages of materials or labour, inabilitys of subcontractor delay in approval of engineering drawings or any other event of whatsoever nature. When the price includes the cost of delivery to the Customer's premises or nominated site clear access or space for receiving the goods or equipment shall be provided. GFE shall not be responsible for offloading or putting goods and equipment into place unless this is expressly specified and agreed.

#### 2. Storage

If GFE did not receive forwarding instructions sufficient to enable them to despatch the goods or equipment fourteen (14) days after the date of notification that they are ready to despatch, the Customer shall accept delivery when tendered or arrange storage. GFE shall be entitled to arrange storage either at their own works or elsewhere on the Customer's behalf and notify the Customer of any charges for storage, insurance and conveyance which shall be the responsibility of and invoiced to the Customer.

#### 3. Damage in transit

GFE will only be responsible for damage or deterioration in transit when the contract price includes the cost of delivery to the Customer's premises or nominated site and even in that event only if the Customer notifies GFE of such damage within ten (10) working days of delivery.

#### 4. Installation, testing and inspection

In cases where GFE do not install the goods or equipment they will be prepared to give written advice about installation. If the presence on site of a representative of GFE is required for installation and/or commissioning GFE shall be entitled to charge thereof in addition to the contract price. In cases where the contract price includes the cost of installation and/or commissioning and this is delayed without default on the part of GFE any additional cost to GFE on the installation or commissioning caused by the delay shall be paid by the Customer in addition to the contract price.

#### 5. Passing of risk

The risk in goods shall pass to the customer when goods are available and tendered for delivery.

#### 6. Title

Irrespective of any provisions in the contract of these conditions as to risk, all goods and equipment sold shall remain the property of GFE until these conditions have been filled and GFE has been paid in full thereof. The Customer shall not endeavour to dispose of or mortgage or charge or tend or part with possession of the goods and equipment other than in accordance with the agreed payment terms without the express consent of GFE. In the event of the customer selling the goods they shall hold the goods until sale and gross profit of sale upon trust for GFE and shall until payment keep funds in a separate designated account.

### B. Conditions relating to provision of service

1. Site visits will take place at the intervals specified in GFE's quotation or service contract proposal and GFE shall give prior notice of each visit.

2. GFE obligations to provide the services are subject to the equipment not being obsolete and being capable of service and support on a reasonably economic basis (including without limitations spare parts for the equipment remaining readily available at a reasonable price). service and support on a reasonably economic basis, GFE shall be entitled to exclude the equipment from this agreement by notice in writing to the Customer without liability to the Customer.

3. If GFE fails to provide the services in accordance with this Agreement with reasonable

skill and care then GFE's sole responsibility shall be:

a. to re-perform the services without charge to the Customer; and  
b. to repair or rectify, without change to the Customer, any damage to the equipment directly caused by the negligence of GFE's employees or agents which could not reasonably have been avoided.

4. In addition to the cost of the service as specified in the quotation or proposal and clause A4 hereof an extra charge will be made for materials and spares used during the service visit and where applicable an extra charge will be made for any other reasonable costs or incurred.

5. The prices herein referred to are based on service work being carried out during normal working hours during Monday to Friday inclusive but excluding Bank Holidays. GFE shall be entitled so make an additional charge in respect of any service work carried out outside these hours.

6. On completion of any service or other site visit GFE will provide a Service Report to the Customer for signature and GFE shall be entitled to assume that whoever signs the report on behalf of the Customer is a duly authorised signatory

7. The service contract work to be carried out shall be in accordance with the particulars and specification which are attached to GFE's quotation or proposal.

8. The service contract shall continue unless terminated by either party giving not less than three (3) months previous notice in writing to the other.