

## **1 The Contract**

- 1.1 The Contract will be formed when Colt International Limited ("Colt") accepts the Customer's order. The Contract is Colt's Specification and Estimate and these terms. In the case of conflict, the Specification and Estimate takes priority. Orders are not binding until accepted by Colt in writing.
- 1.2 An order from the Customer will be deemed to be an offer to purchase products and/or services ("Services") from Colt under the terms of the Contract.
- 1.3 Quotations issued by Colt are valid for 30 days from date of issue.
- 1.4 Marketing and other descriptive matter relating to Services are illustrative only, and do not form part of the Contract. The Customer agrees that it has not relied on any representation or statement by Colt not set out in the Contract.
- 1.5 The Contract cannot be varied except by written agreement between Colt and Customer.
- 1.6 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract unless expressly agreed by Colt.

## **2 Price and Payment**

- 2.1 The price for the Services will be as set out in Colt's Specification and Estimate and includes packaging and delivery to site but not unloading unless otherwise specified.
- 2.2 The price does not include VAT which will be charged at the then applicable rate, nor the preparation and weathering of openings, curbs, provision and installation of supporting steelwork, electrical wiring, general builders work, clearing away and any other general work, unless otherwise stated in the Specification and Estimate.
- 2.3 The price assumes that the work can be carried out in the course of one continuous visit to site and during normal working hours without interruption other than by a week-end. An extra charge will be made to cover the cost of any additional time, travelling and other expenses if this is not the case.
- 2.4 The Customer will pay Colt's invoice within 30 days of the date of the invoice unless otherwise agreed in the Specification and Estimate. The Customer will pay all invoices without deduction or set-off and in cleared funds. Time of payment is of the essence. Colt may, without limiting its other rights, charge interest on outstanding sums at 1.5% per month.
- 2.5 Title to any products supplied as part of the Services will pass to the Customer on full payment. Risk associated with any products transfers to the Customer on delivery. Products supplied may be removed at any time by Colt where payment is overdue.

## **3 Provision of Services**

- 3.1 Colt will provide the Services to the Customer in accordance with the Contract. Whilst Colt will use reasonable endeavours to meet any time schedules set out in the Specification and Estimate, such dates are approximate only, and time of performance is not of the essence.
- 3.2 Colt will not be liable for any delay in or failure of performance of the Services caused by an event beyond Colt's control.
- 3.3 Colt may make any changes to the Services needed to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Services.

## **4 Customer Obligations**

- 4.1 The Customer will pay the price for the Services in accordance with the Contract.

- 4.2 If requested by Colt, the Customer will provide, and to a safe and legally compliant standard, all the necessary ladders, scaffolding, hoists, lifting tackle, cranes, tarpaulins, dust sheets and protective sheets and any other equipment Colt may reasonably request on site to enable them to perform the Services. The Customer will ensure 110V or 240V 1 ph. 50Hz power supply is available.
- 4.3 The Customer will obtain and maintain all necessary licences and consents for the performance of the Services.
- 4.4 The Specification and Estimate is based on information supplied to Colt from the Customer and the Customer is responsible for verifying that the Services are suitable for its own needs and that the building is in a suitable condition to receive the Services.

## **5 Warranty and Default**

- 5.1 Colt warrants that:
  - 5.1.1 for a period of 12 months from completion of the Services any products supplied as part of the Services, will comply with the Specification and Estimate; and
  - 5.1.2 any services performed as part of the Services will be performed in a professional manner.
- 5.2 The warranty is conditional on the products being installed, commissioned, serviced and maintained in accordance with Colt's instructions. Defects must be notified to Colt within 7 days of discovery.
- 5.3 Where Services fail to comply with the Contract, Colt shall, at its option, re-perform or replace them as appropriate.
- 5.4 Colt will not be liable for any failure of any Services where the Customer alters the Services or fails to comply with Colt's instructions in relation to the Services.
- 5.5 Except as set out in this Contract Colt gives no warranty in relation to the Services and the terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are expressly excluded.
- 5.6 If Colt is prevented or delayed in performing the Services by any cause attributable to the Customer, Colt (without prejudice to its other rights):
  - 5.6.1 may suspend performance of the Services until the Customer remedies its default;
  - 5.6.2 will not be liable for any costs sustained by the Customer as a result of such suspension; and
  - 5.6.3 may charge the Customer (and the Customer will pay) costs or losses incurred by Colt arising from the Customer's default, including the price of any Services unable to be delivered because of Customer delay.

## **6 Liability**

- 6.1 Colt does not exclude its liability for death or personal injury caused by its negligence.
- 6.2 Colt will be liable to the Customer for direct damage to tangible property in an amount, which will not exceed £100,000 per incident or series of related incidents or the price if higher, caused by the failure of any Services to comply with the Contract. Otherwise Colt excludes its liability to the extent permitted by law.
- 6.3 Colt will not be liable where the Services have been tampered with by any other party.
- 6.4 Neither party will be liable for, loss of data or use, any form of indirect, consequential or special loss; or any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect, and, in each case, however arising.
- 6.5 Colt reserves the right to subcontract the Services to a competent third party but retains responsibility for the performance the Services.

**7 Confidentiality and Copyright**

- 7.1 The Contract and any documents provided by Colt are confidential and subject to copyright and may not be disclosed to any other party or used other than in the performance of this Contract.

**8 Termination**

- 8.1 The Contract may be terminated at any time by either party on written notice to the other if the other; commits a material breach of the Contract and such breach is not remedied within 30 days of written notice requiring that party to do so; or, becomes insolvent.
- 8.2 On termination of the Contract for any reason the Customer will immediately pay all invoices of Colt then outstanding. The accrued rights and liabilities of the parties will not be affected.

**9 General**

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy. The Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The Contract will be governed by the law of England and Wales and disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.