1. DEFINITIONS
1.1 Flowstore Systems Ltd is referred to herein as "The Company"
1.2 The "Customer" the individual, firm, company or other party with whom the company contracts.
1.3 "Goods" means plant, equipment or materials of any kind.
1.4 "Delivery of goods" shall be deemed to occur on arrival of the goods at the customer's premises or designated site irrespective of whether or not they have been unloaded.
1.5 "Consumer Protection Acts" the Consumer Protection Act 1987 or any similar legislation in any other country.

2. FORMATION OF CONTRACT
An order placed by the customer on the company shall constitute an offer to contract with the company on the Terms and Conditions set out herein and shall only become binding on the company if and when accepted by the company in writing. No order may be cancelled without the Company's written consent. In the event of acceptance of cancellation the company reserves the right to charge for any and all costs incurred in the preparation and execution of the said order.

3. COMPANY'S TERMS AND CONDITIONS PREVAIL
No addition, waiver, variation or departure to or from these Terms and Conditions shall be effective and binding on the company unless expressly agreed to in writing by a duly authorized officer of the company. A list of authorized signatories is available on request.

4. PRICE AND PRICE VARIATIONS
4.1 All prices quoted or agreed by the company are dependent on and liable to variation in accordance with: a) Fluctuations in direct or indirect costs and in particular the availability of materials and labour.
b) The amount of overtime work and work outside normal hours required to complete a contract resulting from delays due to unsatisfactory site conditions.
c) The speed with which necessary instructions and/or information are provided by the customer.
d) The performance of work not expressly covered by the contract specifications but necessary for the due provision of the goods and/or services contracted for.
e) Mistakes and/or omissions in the contract specifications.
f) Special expedition in the completion of a contract at the request of the customer.
4.2 The company's obligations to supply goods and services to the customer are limited to the material expressly described or referred to in the acceptance of the customer unless the same have been specially guaranteed by the company as part of the written terms of contract between the company and the customer. Where any such guarantee is given and the goods fail to comply therewith the company shall be entitled to reasonable time to repair or replace the same or to enable it to correct such failure.
4.3 Weights, measurements and other descriptive particulars of goods or services offered or contracted for by the company are stated in good faith, but minor deviations therefrom shall not constitute a breach of contract on the part of the company or otherwise render the company liable to the customer.
4.4 Except in so far as may be expressly guaranteed in the written terms of the contract between the company and the customer the company makes no representation or guarantee that goods offered or contracted for will be suitable for or capable of use in conjunction with any goods supplied by the company or by anyone else.
4.5 Tests which under the terms of the contract between the company and the customer are to be made on site will be at the customer's expense, unless otherwise agreed in writing by the company.
4.6 SUB CONTRACTS
The company shall have the right to sub-contract or sub-set this Contract or any part thereof.

5. DELIVERY DATES
5.1 "Delivery of goods" shall be deemed to occur on arrival of the goods at the customer's premises or designated site irrespective of whether or not they have been unloaded.
5.2 The company shall reserve the right to make design changes to the goods without prior notice subject only to the customer's rights under Clauses 10 (A) and 10(B).
5.3.1.5 Any order placed by the customer on the company shall constitute an offer to contract with the company on the Terms and Conditions set out herein and shall only become binding on the company if and when accepted by the company in writing. No order may be cancelled without the Company's written consent. In the event of acceptance of cancellation the company reserves the right to charge for any and all costs incurred in the preparation and execution of the said order.
5.3.1.6 The company shall have the right to make design changes to the goods without prior notice subject only to the customer's rights under Clauses 10 (A) and 10(B).

6.0 DELIVERY DATES
The company will endeavour to comply with dates or periods quoted to the customer for delivery of goods and/or the erection/installation thereof or for the supply of services but no such date or period shall be contractually binding on the company and the customer shall have no claim against the company in the event of the customer's failure or inability, for reasons beyond its control to perform the contract by such date or within such period, unless specifically agreed in writing by the company.
7.0 The company reserves the right to make design changes to the goods without prior notice subject only to the customer's rights under Clauses 10 (A) and 10(B).
8.0 The customer will be responsible for any increased costs incurred by the company as a result of any such postponement.
9.0 Quotations issued by the company are open for acceptance within 30 days only from the date thereof and in all cases are subject to confirmation in writing by the company upon acknowledgement of the customers order.

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b) Provide all health and welfare facilities currently required by law or otherwise reasonably necessary for the benefit of the employees of the company or of subcontractors engaged at or about the said site in performance of the contract.

c) All necessary statutory or other consents or approvals shall be obtained by the customer in time to allow the work to proceed without undue delay.

d) Erection.

9.0 UNLESS OTHERWISE AGREED PRICES.

9.1 Unless otherwise agreed prices are based on a normal working week. Work carried out at other times at the customer's request will be subject to an additional charge. Delays on the site not the responsibility of the company before or during erection caused by other trades or from any other cause may lead to an additional charge.

10.0 PROPERTY AND RISK.

10.1 The risk of loss or damage, however caused, to goods supplied by the company shall pass to the customer on delivery thereof whether or not such goods are thereafter to be erected/installed by the company. It is the customer's responsibility to ensure that his agents or representatives attend the site or the delivery point at the time of delivery to ensure the satisfactory receipt of the goods and to give a written acknowledgement thereof. The customer shall ensure that he has adequate insurance cover against All Risks or Damage as set out in a contractor's All Risk Policy of the usual kind to cover the goods. Risk in the goods will pass to the Customer on the relevant date or if delivery is postponed at the Customer's request when the goods are ready for despatch.

11.0 FRUSTRATION.

11.1 The company shall be released from all liability under the contract whenever and to the extent that the fulfilment thereof is frustrated, prevented or delayed for a period of more than 3 months by reason of a) events beyond the control of the company. The company reserves the right of disposal of each item of goods and may re-let the property of the company in time to the customer's possession or control and the company may enforce such lien by selling goods or a sufficient quantity of such goods to realise all amounts then due to the Company under this contract of otherwise and appropriating the same.

12.0 PROPERTY IN AND CONFIDENTIALITY OF INFORMATION SUPPLIED BY THE COMPANY.

12.1 The customer shall observe the conditions regarding storage in sub-clause (a) hereof if such other goods were the goods originally supplied and the Company may enforce such lien by selling goods or a sufficient quantity of such goods to realise all amounts then due to the Company by its servants or agents enter upon any land or premises occupied by the customer, at least on or to the extent of the damage or delivery shortage.

1.2 The customer shall a) in every case advise the company in writing within 7 days of delivery of the damaged goods and of the precise nature and extent of the damage or delivery shortage.

12.3 The company may hold or store any other goods which are received by the customer in damaged condition.

13.0 WARRANTIES.

13.1 Provided that the customer complies strictly with the provisions of Clause 9.3 and 9.4 thereof, the company will at its option either replace, repair or reinstate any goods supplied by the company which are received by the customer in damaged condition.

13.2 The customer shall a) in any event be liable to the company for all costs, charges and expenses incurred by the company as a result of any such replacement, repair or reinstatement.

13.3 It shall be for the customer to satisfy the company that the damage to the goods in question did not occur after delivery of such goods to the customer's premises or site.

13.4 The customer shall make available for inspection of the company all relevant documentation and shall permit the company to interview and question such of the customer's personnel as the company may reasonably require.

14.0 WARRANTIES.

14.1 If at any time there occurs in goods supplied by the company any such failure or malfunction as is directly attributable to a defect of material or workmanship, the company agrees to repair or replace the goods or to refund the purchase price, at its option. The company further agrees to make good any such failure or malfunction which may have been caused by such supplier or sub-contractor in respect of such defect, provided always that the company shall not be obliged to institute legal proceedings of any kind, including arbitration, or otherwise incur legal costs or expenses of any kind hereunder.

14.2 The company will have no liability for consequential loss arising out of any shortage loss or damage. The company's liability, under any circumstances for direct loss will be limited to the contract value. Where the company agrees to replace or repair the goods, it will extend for such periods as the company may reasonably require.

15.0 DISPUTES AND GOVERNING LAW.

15.1 The company warrants and undertakes:

a) To interview and question such of the customer's personnel as the company may reasonably require.

b) To provide the customer with full insurance cover against All Risks or Damage as set out in a contractor's All Risk Policy of the usual kind to cover the goods. Risk in the goods will pass to the Customer on the relevant date or if delivery is postponed at the Customer's request when the goods are ready for despatch.