



Utility Mapping - Diamond Coring - Vacuum Excavation - Geotechnical Drilling - Vector Vacuums - MBW Utility Tools - Air-Spade

TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE:** ADP Group Ltd Ltd., (Seller) offers to sell Buyer the Equipment described on the face hereof (the "Equipment") on the terms set forth herein. Any reasonable means of acceptance shall be effective as an acceptance of this offer. Acceptance of this offer is expressly limited to the terms of this offer. Seller shall not be bound by any terms of Buyer's purchase order which provide conditions additional to or different from the terms hereof. Any term or condition in any form of Seller which has been or, at any time, may be received by Buyer and which is inconsistent with, additional to, or different from the terms is hereby expressly rejected and shall not be applicable to the sale or shipment of goods.
- 2. SHIPMENT:** Unless otherwise specifically agreed to, as indicated on the face hereof, all prices are for Equipment packed for domestic shipment and for delivery F.O.B. Seller's business address, Wickwar. Shipping dates are approximate and based on prompt receipt of all necessary information. All risk of loss shall be upon the Buyer from the point of shipment unless specifically agreed to otherwise. Buyer shall pay all transportation and delivery charges to final destination.
- 3. CUSTOMER RESPONSIBILITY-INDEMNITY:** Buyer assumes and shall bear sole responsibility for using the Equipment in compliance with existing laws, regulations and guidelines, applicable court orders or decrees and industry-accepted standards. Seller shall bear no liability whatsoever for the failure of Buyer to establish and use, and shall require all persons operating the Equipment to use all proper and safe operating procedures. Purchaser, and if a corporation, its officers and directors, hereby indemnify and hold Seller and its officers, directors and employees harmless from any and all losses, damages, claims, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) caused by asbestos fibers, lead - based paint or other contaminants allegedly resulting from use or handling of the Equipment. Regardless of whether such claims are, in whole or in part, based on strict liability, negligence of Seller or its officers, directors or employees, breach of contract or other legal theory, regardless of whoever makes such claims and whenever and wherever made. All goods shall be received by Buyer and shall be considered deemed acceptable if not rejected within 24 hours of receipt.
- 4. PAYMENT:** Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof. The terms of sale herein are subject to credit approval and Seller may at any time prior to delivery modify the terms of payment originally specified to assure prompt payment for the Equipment ordered.
- 5. TAXES:** Unless specifically stated, the quoted prices do not include any National or Local Sales or Use Tax or any other taxes arising from the sale, such taxes being the sole responsibility of the Purchaser.
- 6. SECURITY INTEREST AND DEFAULT:** Seller shall retain a security interest in the Equipment delivered hereunder until the total selling price including delivery and other charges are paid in full by Buyer. Buyer agrees to do all acts necessary to perfect and maintain said security interest, including, but not limited to executing a financial statement at the request of the Seller. To protect Seller's interest, Buyer shall adequately insure the Equipment against loss or damage from any external cause, with Seller named as insured or co-insured until the purchase price is paid in full. If Buyer shall fail or refuse to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If Equipment ordered has been delivered to Buyer by Seller at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor existing at law or in equity. Buyer acknowledges that interest at the compound rate of 1.5% per month will be charged on all balances remaining unpaid after 30 days from either the date the Equipment was shipped or the date services were performed, as applicable. In the event of default and subsequent referral to an attorney or collection agency, Buyer agrees to pay all costs of collection, including reasonable legal fees. Buyer acknowledges that failure by ADP to charge or collect such interest and fees in case of late payment(s) or default(s), does not constitute a precedent to disallow such charges for subsequent defaults.
- 7. WARRANTY:** Seller warrants new Equipment to be free from defects in material and workmanship under normal use and maintenance as described herein. This warranty does not apply to commercial items manufactured by others which are covered by the existing warranties of the respective manufacturers thereof nor does it apply to consumables such as filter bags and belts. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at Seller's option, any part which under normal and proper use and maintenance proves defective in material or workmanship within the lesser of six (6) months or one thousand (1,000) hours after delivery to Buyer, provided Buyer gives notice to Seller of such defect within 30 days after discovery. This warranty does not obligate us to bear the cost of labour or transportation charges in connection with the replacement or repair of defective parts, nor shall it apply to Equipment upon which repairs or alterations have been made, unless by us. If Seller elects to repair or replace defective Equipment or parts, the Seller will furnish, F.O.B. its plant, without charge, the repaired or replacement Equipment parts. Beyond this, the Seller assumes no responsibility. Used Equipment is sold on an 'as is' basis and there is no implied warranty of merchantability or of fitness for a particular purpose, unless otherwise expressly stated on the face of this form. THE WARRANTY CONTAINED IN THIS PARAGRAPH, AS LIMITED HEREIN, IS THE ONLY WARRANTY EXTENDED BY SELLER IN CONNECTION WITH ANY SALE BY IT OF EQUIPMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. LIMITATION OF REMEDIES:** Notwithstanding any provision of these terms and conditions, Seller shall have no liability whatsoever for payment of any consequential, incidental, indirect or special damages of any kind, whether in contract or in tort, including, but not limited to, any damages for loss of profits or damages owed by Buyer to third parties.
- 9. DELAYS:** Seller shall not be liable for loss or damage due to delay in delivery or manufacture, resulting from any cause beyond Seller's reasonable control. Any delays resulting from any reasonable cause shall constitute cause for extending delivery dates and receipt of the goods shall constitute a waiver of all claims for damages. In no event shall Buyer or Seller be liable for special or consequential damages.
- 10. CANCELLATION:** Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by Seller, and Buyer shall indemnify Seller against any loss resulting there from, any deposit paid to seller by buyer is non refundable.
- 11. ENTIRE AGREEMENT AND APPLICABLE LAW:** The rights and obligations of Seller and Buyer shall be governed by the laws of UK. The provisions hereof are intended by Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all the terms applicable to Buyer's order. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the Sales Manager or an officer of ADP Group Ltd., in the event of conflict between Buyer's purchase order and the terms here, the latter shall control. Buyer and Seller irrevocably agree that all actions or proceedings, in any manner or respect, arising out of or from or related to Buyer's purchase order shall be litigated in courts within BRISTOL, ENGLAND. Buyer hereby irrevocably waives the right to trial by jury with respect to any action in which Seller and Buyer are parties.

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