



GENERAL TERMS AND CONDITIONS OF SALE OF BASE STRUCTURES UK LTD

1) General

Unless specified otherwise in a written agreement, these general terms and conditions shall apply to all offers and quotes issued by Base Structures Company Reg. No. 08299940 – hereinafter “Base Structures UK Ltd”), to all agreements between Base Structures UK Ltd and its customer (“Customer”) and to all invoices issued by Base Structures UK Ltd

In the event of a discrepancy between these general terms and conditions and any separate written agreement between Base Structures UK Ltd Limited and the Customer, the clauses of the separate written agreement shall prevail. Through the mere placement of the order, the Customer accepts these general terms and conditions. Furthermore, acceptance of these general terms and conditions implies that the Customer completely renounces the application of its own general (purchasing) terms and conditions.

2) Conclusion of Agreements & Cancellations of the Order

2.1 Quotes shall be valid for Sixty (60) days from the date on which they are issued, after which time they may be altered by Base Structures Limited without giving notice to the customer. Quotes and proposed contracts from Base Structures UK Ltd shall be free of obligations and thus shall not be binding for Base Structures UK Ltd. Deviation from the quote shall be possible if certain real information communicated by the Customer and that was important during determination of the price are found to not correspond to the actual situation.

2.2 There shall only be an agreement between Base Structures UK Ltd and the Customer from the time of a signed confirmation of an order from a duly authorised representative of Base Structures UK Ltd, the signing of a separate written agreement or delivery and invoicing of the goods.

2.3 In the event of cancellation of the order by the Customer within 48 hours following confirmation of the order by Base Structures UK Ltd (date of the fax), the Customer shall owe a fixed compensation equal to 25% of the agreed price, without prejudice of the right of Base Structures UK Ltd to claim further compensation with proof of greater actual damages suffered. Because the goods are always custom-built and therefore only have value if used in the location for which they are intended, any cancellation of the order after this 48-hour period shall be excluded unless agreed by Base Structures UK Ltd and following payment by the Customer of the full price of the goods.

3) Price & Payment

3.1 The order shall be invoiced at the prices and conditions as stated in the order confirmation or the quotation provided by Base Structures UK Ltd unless stipulated otherwise in a written agreement, the prices shall be exclusive of VAT; unless stipulated otherwise in a written agreement, the Customer shall alone be responsible for any taxes or duties.

3.2 All invoices must be paid to Base Structures UK Ltd by the deadline indicated on the invoices. Each invoice shall be deemed accepted in the absence of an objection received in writing within 8 days after receipt of the invoice. Dispute of the invoice shall not suspend the Customer's obligation to pay.

3.3 Payments must be made in pounds sterling, unless specified otherwise in a written agreement. All payment costs shall be borne by the Customer.

3.4 In the event the customer fails to pay any sum by the due date to Base Structures UK Ltd; Base Structures UK Ltd reserves the right to charge interest on the outstanding amount in accordance with the Late Payment Commercial Debts Regulations 2002. In the event of failure to pay one single invoice by the due date, (i) Base Structures UK Ltd shall furthermore be entitled, without prior notification or compensation for damages, to suspend the Customer's other orders until full payment of the invoice; and (ii) any other debts owed by the Customer that have not yet come due shall rightfully become immediately due, without prior notification. Debt set-off by the Customer shall be expressly excluded.

3.5 In the event that the trust of Base Structures UK Ltd in the Customer's creditworthiness is undermined by legally enforced procedures and/or other demonstrable events that jeopardise and/or prevent faith in correct fulfilment of the Customer's obligations, Base Structures UK Ltd reserves the right, even if the goods have already been fully or partially sent, to suspend the entire order or a portion thereof and to demand guarantees from the Customer. If the Customer refuses to comply, Base Structures UK Ltd reserves the right, without any right on the part of the Customer to compensation, to cancel the entire order or a portion thereof, without prejudice to the right of Base Structures UK Ltd to compensation for its damages.

4) Delivery & Liability

4.1 Any delivery date specified by Base Structures UK Ltd shall be an estimate only and Base Structures UK Ltd shall not be liable for failure to deliver by that date, and the customer shall not be entitled to refuse to accept the Goods because of such late delivery.

4.2 Unless stipulated otherwise in a written agreement, delivery of the goods shall be made EX WORKS (Incoterms® 2010 – of Base Structures UK Ltd. The Customer shall be obliged to pick up the goods on the assumed delivery dates. The Customer shall sign the delivery slip in acknowledgement of receipt, stating its name and “in receipt of the goods”. The Customer may appoint someone to represent it. If, for any reason whatsoever, the goods are not picked up by the Customer on the delivery date, the goods in question shall be kept by Base Structures UK Ltd for a limited period of time, at the expense and risk of the Customer. Such storage shall not suspend the Customer's payment obligation.



4.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Base Structures UK Ltd to deliver any one or more of the instalments in accordance with the Contract or any claim by the customer in respect of any one or more instalments shall not entitle the customer to treat the Contract as a whole as repudiated.

4.4 Modifications to a placed order - if accepted by Base Structures UK Ltd - shall automatically lead to extension of the assumed delivery deadline.

4.5 The goods delivered by Base Structures UK Ltd to the Customer shall remain the property of Base Structures UK Ltd until the time when the Customer has paid to Base Structures UK Ltd all amounts due, including interest and charges. Nevertheless, the risks of loss or destruction of the goods shall be fully borne by the Customer from the time when the sold good has been delivered. Until the full payment has been completed, the Customer shall be expressly prohibited from using the delivered goods as a means of payment or burdening them with any security right and the Customer must affix a sign on the delivered goods which clearly states that they are the property of Base Structures UK Ltd

4.6 Prior to property in the Goods passing to the customer, the customer may sell the Goods in the ordinary course of the customer's business but, upon any of the events mentioned in sub-clause 8.1.1 – 8.1.3 occurring, the customer shall cease to be entitled to do so and shall deliver up the Goods to Base Structures UK Ltd, and, if the customer fails to do so forthwith, Base Structures UK Ltd may enter upon any premises of the customer, or any third party where the Goods are stored, and repossess the Goods. Any action so taken by Base Structures UK Ltd shall not prejudice any other rights or remedies of Base Structures UK Ltd including the right to the price and costs incurred for the recovery and/or necessary repair of the Goods.

4.7 Advances paid by the Customer shall remain acquired in compensation for possible losses in the event of re-sale.

4.8 Fabric Installation can be hazardous in wind speeds exceeding 10mph, whether steady or gusting. In such conditions therefore at the discretion of the site supervisor, works may be halted. This may have programme implications and the Principal Contractor / Employer should make allowance in their program for delays caused as a result.

5) Specifications

5.1 All data containing specifications of weights, dimensions, tolerances, properties and the like which are contained in Base Structures UK Ltd Catalogues, drawings or other literature are approximate only.

5.2 The quantity, quality and description of and any specification for the Goods shall be those set out in Base Structures UK Ltd quotation or the Order.

5.3 The customer shall indemnify Base Structures UK Ltd against all loss, damages, costs and expenses awarded against or incurred by Base Structures UK Ltd in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Base Structures UK Ltd use of the customer's specification for the Goods.

5.4 Base Structures UK Ltd reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or which do not materially affect their quality or performance.

6) Defects

6.1 The customer shall inspect the Goods immediately upon delivery and shall no later than 3 Business Days after delivery notify Base Structures UK Ltd of any defect, damage, shortage, loss or other particulars by reason of which the customer alleges that the Goods do not conform with the Order and the customer shall submit a supporting claim in writing within 7 days of delivery. If no such notice and no such written claim is received, the Goods shall be deemed to have been supplied in accordance with the Order and to have been accepted by the customer.

6.2 Where the customer gives such notice, the customer shall preserve the Goods as delivered for a period of at least 14 days after receipt by Base Structures UK Ltd of the notification, when Base Structures UK Ltd shall have access to the premises to investigate the complaint otherwise the customer shall lose all rights and remedies in respect of the matter.

6.3 Damage, defect, shortage, loss or other non-conformity with the Order which is present only in some of the Goods shall entitle the customer to the remedies given by this clause only in respect of those Goods.

6.4 The Customer shall not be entitled to claim any other compensation or indemnification from Base Structures UK Ltd, such as for assembly costs (travel and wages). The installation and maintenance of the goods must always be performed according to the instructions provided with the good and according to best practice.

7) Warranties and Liability

7.1 Subject to the conditions set out below Base Structures UK Ltd warrants that on delivery the Goods will correspond with their specification and will be free from defects in material and workmanship provided that Base Structures UK Ltd shall be under no liability:

7.1.1 In respect of any defect in the Goods arising from any drawing, design or specification supplied by the customer;

7.1.2 In respect of any defect in the Goods to the extent caused by the Customer's installation or modification of the Goods;

7.1.3 In respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Base Structures UK Ltd.'s instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Base Structures UK Ltd.'s approval (such approval not to be unreasonably withheld);

7.1.4 Under the above warranty (or any other warranty, condition or guarantee) while any of the price for the Goods is overdue.



7.2 The said warranty does not extend to parts, materials or equipment not manufactured by Base Structures UK Ltd, in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Base Structures UK Ltd.

7.3 Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a consumer

(within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms relating to the quality of the Goods implied by statute or common law are excluded to the fullest extent permitted by law.

7.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the customer are not affected by the Contract.

7.5 Where any valid claim in respect of any of the Goods, which is based on any defect in the quality or condition of the Goods or their failure to meet any requirements agreed in writing by Base Structures UK Ltd, is notified to Base Structures UK Ltd in accordance with these conditions, Base Structures UK Ltd shall be entitled at Base Structures UK Ltd.'s sole discretion to replace or repair as soon as reasonably practicable those Goods or refund to the customer the price of those Goods (or a fair proportion of that price), but Base Structures UK Ltd shall in that respect have no further liability to the customer.

7.6 Any liability that Base Structures UK Ltd may have for claims concerning damage to physical property (except the Goods) arising out of the negligence or willful default of Base Structures UK Ltd shall be limited to £5,000,000 per claim or series of claims arising out of the same events or circumstances.

7.7 Subject to clauses 7.6 and 7.10 the liability of Base Structures UK Ltd however arising shall be limited in respect of all claims in aggregate to a sum equal to 125% of the price (exclusive of VAT) of the Goods under the Contract

7.8 Notwithstanding any other provision of the Contract, but subject to clause 7.10 Base Structures UK Ltd shall have no liability arising out of or in connection with the Contract, the Goods or the Services for (a) any loss of or damage to profit, revenue, anticipated savings, use, contract, goodwill or business or (b) any indirect or consequential loss or damage, in each case, however arising.

7.9 The term "however arising" when used or referred to in this clause 7 shall cover all causes and actions giving rise to liability of Base Structures UK Ltd arising out of or in connection with the Contract or the Goods (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in supply of the Goods and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.

7.10 The exclusions and limitations of liability contained in these terms and in the Contract shall apply regardless of whether the loss or damage was foreseeable or whether the customer notifies the Supplier of the possibility of any greater loss or damage but all such exclusions shall only apply so far as permitted by law and in particular nothing in the Contract shall affect liability for:-

7.10.1 Death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977;

7.10.2 Fraudulent misrepresentation or other fraud;

7.11 In view of the exclusions and limitations of Base Structures UK Ltd.'s liability in these terms, the Base Structures UK Ltd recommends that the customer considers taking out its own insurance in respect of those risks for which Base Structures UK Ltd excludes or limits liability. Additionally, the customer acknowledges that it had the opportunity to negotiate variations to the exclusions and limitations upon the agreement of a higher price

7.12 All members of Base Structures UK Ltd.'s Group and all employees and agents of Base Structures UK Ltd.

7.13 And members of Base Structures UK Ltd.'s Group (each being a "TP") shall each be entitled, in its own right.

7.14 Pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TP Act"), to enforce every defence and limitation expressed to be in favour of Base Structures UK Ltd under these terms and the Contract to the extent determined by the **7.13** Base Structures UK Ltd in its absolute discretion from time to time, as if such defences and limitations were expressed to be for the benefit of the relevant TP. The customer and Base Structures UK Ltd shall not be required to notify or obtain the consent of any TP in order to rescind or vary the Contract or any provision of it. The aggregate liability of all TPs and Base Structures UK Ltd collectively shall be no greater than the liability of Base Structures UK Ltd alone, as set out in the Contract. No TP may assign or otherwise transfer any of their said rights. Save as referred to in this clause, no provision of the Contract shall be enforceable pursuant to the TP Act by any person who is not a party to it.

8) Termination of the Contract by the Base Structures UK Ltd

8.1 Base Structures UK Ltd may terminate the Contract or suspend Base Structures UK Ltd.'s performance of it forthwith by written notice to the customer upon the happening of any of the following events:-

8.1.1 Where full payment in respect of the Goods or any instalment of the Goods has not been received by Base Structures UK Ltd by the due date specified in the Contract;

8.1.2 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction approved of by Base Structures UK Ltd), an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; the Customer ceases, or threatens to cease, to carry on business; or Base Structures UK Ltd reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly;



8.1.3 Where the Customer is in material breach of any of the Contract or any other contract with Base Structures UK Ltd.

8.2 The granting by Base Structures UK Ltd to the Customer of time or any other indulgence, forbearance or concession shall in no way prejudice or constitute a waiver of Base Structures UK Ltd.'s entitlement to enforce any of its rights under the Contract except and to the extent that it shall constitute a variation of these conditions which has been made in accordance with condition 11.

8.3 In the event of annulment, Base Structures UK Ltd retains the right to claim compensation for all costs and damages incurred (including loss of earnings, administrative costs, transport costs, costs of storage, etc.) and all receivables of Base Structures UK Ltd from the Customer shall become immediately due.

9) Intellectual Property Rights

9.1 All drawings, documents, software, and confidential information supplied by Base Structures UK Ltd are supplied on the express understanding that all intellectual property rights in them belong to Base Structures UK Ltd. No intellectual property rights are transferred to the Customer, and, except as is necessary for the normal usual use of the Goods, no license to use any such rights is granted to the Customer.

9.2 If any claim is made against the Customer that the Goods infringe any person's intellectual property rights, Base Structures UK Ltd shall indemnify the Customer against consequent loss, damages and costs provided that Base Structures UK Ltd is given full control of any relevant proceedings and settlement and the Customer shall give Base Structures UK Ltd all reasonable assistance and Base Structures UK Ltd shall be entitled to the benefit of any damages and costs awarded in favour of the Customer.

10) Assignment

10.1 The Contract is personal to the Customer who shall not assign, charge or hold on trust for any person the benefit of it.

10.2 Base Structures UK Ltd may perform any of its obligations or exercise any of its rights under the Contract itself or through any other member of Base Structures UK Ltd.'s Group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Base Structures UK Ltd. Base Structures UK Ltd may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder.

11) Variation

After formation of the Contract, any alterations, amplifications, modifications, limitations or additions thereto must be agreed by the parties in writing.

12) Notices

Notices shall be made in writing and posted in a first class pre-paid envelope to the Customer's or Base Structures UK Ltd.'s address as shown respectively on the Order or failing that to the address at which the one party reasonably believes the other to be carrying on business. A notice shall be deemed to have been given two working days after posting.

13) Construction

The paragraph headings shall not affect the interpretation or construction of these conditions. The complete or partial invalidity or unenforceability of any provision of these conditions shall in no way affect the validity or enforceability of such provision for any other purposes or the remaining provisions of these conditions.

14) Force Majeure

In the event of the performance of any obligation upon Base Structures UK Ltd being prevented, delayed, or in any way interfered with by direction of government, war, industrial dispute, strike, breakdown of machinery or plant, accident, fire, non-delivery by Base Structures UK Ltd.'s suppliers or damage to or destruction of any of the Goods or by any other cause beyond Base Structures UK Ltd.'s reasonable control Base Structures UK Ltd may at its option suspend performance or cancel its obligations under the contract without liability for any damage or loss resulting therefrom, such suspension or cancellation being without prejudice to Base Structures UK Ltd.'s right to recover all sums owing to it in respect of consignments delivered and costs incurred prior to the date of suspension or cancellation.

15) Law and Jurisdiction

The Contract shall be governed and interpreted exclusively according to the law of England and Wales and shall be subject to the jurisdiction of the Courts of England and Wales only and such other courts that Base Structures UK Ltd decides.