

Meter Provida Limited

Terms and Conditions of Sale

1. Interpretation

“Agreement” means the terms and conditions set out below, (and any other special terms and conditions in writing) that the parties agree govern their relationship.

“due date” means the day by which any payment owed by you must be paid, which is the 28th day of the month directly following the month of invoice.

“Goods” mean the items you wish to buy

“our”/“us”/“we” means Meter Provida Limited registered in England and Wales under registration no. 4057886 whose registered office is at Meter Provida Limited, Meter House, Enterprise Way, Chesterfield, Derbyshire, S44 5FD, and our successors and assignees.

“parties” mean you and us and “party” means either of “you” or “us”.

“you”/“your”/“yourself”, means the person (whether a company, individual or firm) purchasing our Goods.

2. Form of Agreement

- 2.1. You agree to buy the Goods from us on the terms and conditions of this Agreement. All issues between us relating to the Goods shall be controlled by the Agreement.
- 2.2. You cannot change any term of the Agreement without our consent in writing. We shall be able to change the Agreement by giving you notice in writing.
- 2.3. We are not bound by our comments about the Goods unless the comment is confirmed by us in writing. No comment about the Goods by our employees will become part of this Agreement, unless confirmed in writing.
- 2.4. Occasionally by accident we may send you a document or pamphlet that contains a typographical error and/or clerical error and/or some other error or omission. We do not accept liability to you for such errors or omissions and we reserve the right to amend such error or omission.
- 2.5. This document sets out the Agreement between the parties. If any document of yours has terms and conditions on it, you agree that those terms and conditions shall not apply between the parties.

3. Orders and Specification

- 3.1. Any order from you to us is an offer by you to contract with us on the terms and conditions of the Agreement. A contract shall only exist between the parties when our authorised representative in writing accepts your offer.
- 3.2. You shall ensure that any order submitted by you to us is accurate. It is your responsibility to check the accuracy of any specification or any information in relation to the Goods. You shall tell us in time if there is any correction to be made by you or there is further information we require to be able to perform the Agreement. If you fail to comply with this clause we do not have to compensate you in any way, but you shall compensate us for any losses or expenses.
- 3.3. The quantity, quality, description or specification of any of the Goods shall be those set out in the quotation against which your offer is made.
- 3.4. We shall make the Goods or alter the Goods or treat the Goods in the manner you request us. If we do what you request, you shall indemnify us for all loss, damage, costs, expenses against us or incurred by us arising from any claims for infringement of any intellectual property right arising from us when complying with your requests.
- 3.5. If you ask us to make the Goods, either to your or our specification, we reserve the right to change the Goods (if it does not materially affect the Goods' quality or performance) so that they meet any applicable safety or legal requirements.
- 3.6. If you cancel (without our consent) an order that we have accepted you shall indemnify us in full for all our losses, including loss of profit, labour, material, damages, charges and expenses.

4. Price of the Goods

- 4.1. You shall pay us for the Goods.
 - 4.1.1. Any price quoted by us in writing; or
 - 4.1.2. The relevant price for the Goods published in our current price list, if the price was not quoted for the Goods or the quoted price is not valid; or
 - 4.1.3. Our published export price (if the Goods are to be exported)
- 4.2. The price quoted to you for the Goods is only valid for 30 days from the day the quote was given.
- 4.3. After 30 days we may alter price without giving you notice.

- 4.4. We reserve the right to increase the price of the Goods by written notice at any time before we deliver the Goods to you. You shall pay the increased price where it reflects an increase in costs to us that is due to any factor beyond our control. Examples of this would be currency fluctuations or significant increases in the costs of labour and/or materials.
- 4.5. We reserve the right to increase the price of Goods.
 - 4.5.1. Where you change the:
 - 4.5.1.1. Delivery dates; and/or
 - 4.5.1.2. Quantities of the Goods required; and/or
 - 4.5.1.3. Specification for the Goods requested by you; and/or
 - 4.5.2. Your instructions or your failure to give us adequate instructions or information causes us delay.
- 4.6. All prices quoted on the basis that you shall collect the Goods from our factory gate.
- 4.7. If we agree to deliver the Goods to a site other than our factory gate we shall state so in writing.
- 4.8. You shall pay the costs of delivering the Goods to a site other than our factory gate, these costs may include packaging and insurance.
- 4.9. You shall pay the costs of delivery of Goods to where we agree to do so in writing or we state in our quotation or in the relevant price list.
- 4.10. All VAT on the price of the Goods and our costs shall be payable by you.

5. Terms of Payment

- 5.1. We are entitled to invoice you for the price of the Goods at any time after we have either given the Goods to you, or we have made the Goods available to you, and you have failed to take possession of them.
- 5.2. If you fail to collect the Goods (you having agreed to collect the Goods), we shall be entitled to invoice you for the price of the Goods from the time when we notified you that you may collect the Goods.
- 5.3. You must pay the invoice in full by cash or cleared funds and shall not make any deduction for any reason.
- 5.4. All payments must be made by the due date.
- 5.5. If you fail to pay on or by the due date in full by cash or cleared funds, we have a number of rights and remedies, which include the right to terminate the Agreement without liability to you and/or not to make any further delivery of the Goods to you.
- 5.6. We shall only issue you a receipt if you ask for one.
- 5.7. If you have more than one order with us, and you are making payments under those orders, we may allocate those payments against any of those orders as we wish, rather than have you allocate the payments.
- 5.8. We may charge you interest on any unpaid sums at the rate of 8% per annum above the base rate of the Bank of England, as it may be from time to time until payment. We may charge interest at this rate before and after Judgement. A part month will be treated as a full month for the purpose of calculating interest.

6. Delivery

- 6.1. Our obligations to deliver to you the Goods in completed when we make the Goods available for you to collect at our premises. You shall have met your obligations to take the Goods when you collect the Goods from our premises.
- 6.2. When we agree in writing to deliver the Goods to you at a site other than our factory gate, we shall have met our obligations to deliver the Goods to you at the other site by making the Goods available at that site.
- 6.3. You shall not have the right to cancel this Agreement if we do not deliver the Goods to you on the agreed dates or time. Any date or time given to you by us for a delivery is given as a guide. We shall not pay you any compensation and you shall not have any remedy for late delivery.
- 6.4. We shall be entitled to deliver the Goods to you earlier than the date agreed if we give reasonable notice.
- 6.5. When we are delivering a large number of Goods to you, we shall not be in breach of this Agreement if we deliver up to 15% less or more of the Goods. The amount delivered shall be deemed to be the contract amount. You shall be obliged to accept the Goods and where there is a shortfall pay for the Goods using the unit price agreed. If you do not want the excess then you shall make the excess available to us for collection at your premises. You shall be responsible for any loss or damage to the excess amount. We shall collect the excess as soon as it is convenient for us. We shall not have to compensate you for your costs of storage of the excess amount. You shall compensate us for loss or damage to the excess amount.
- 6.6. If the Goods are being delivered by instalments, each instalment shall be treated as an individual contract. If we fail to deliver any instalment or you claim that any instalment fails to meet the contract in some way, you cannot terminate the Agreement for the rest of the instalments. Nor may you refuse to pay for any other instalments that are delivered at meet the agreed standard.
- 6.7. We have no liability to you if we fail to deliver Goods to you either due to reasons beyond our reasonable control or due to you fault.
- 6.8. If we fail to deliver Goods to you due to our own fault, you shall be entitled to buy alternative goods from another supplier. If they cost more than the Goods we shall compensate you, as follows, we shall pay you the difference between the price of our Goods and the alternative Goods. We shall only be obliged to pay you the difference if you bought the replacements from the cheapest available source.
- 6.9. If you fail to collect the Goods, or fail to give us adequate delivery instructions before the time for the delivery of the Goods, even though we may have other remedies and rights, we shall be entitled to:
 - 6.9.1. Store the Goods and you shall pay all of our costs associated with the storage until the Goods are delivered to you or sold;
 - 6.9.2. Sell the Goods at the best price available and from the amount that we receive we shall be allowed to deduct all the costs we incurred in storing the Goods and/or selling the Goods. If there is any money left over after deducting our costs we shall return that money to you. We shall not have to invest the money or pay interest on the money held by us. If we sell

the Goods and receive money for the Goods if the sum received does not cover our costs of storage and/or sale of the Goods, we may reclaim the shortfall from you. You shall also pay interest as described above on the shortfall.

7. Risk and Property

- 7.1. We shall have no responsibility to you or anyone else if the Goods are damaged or lost
 - 7.1.1. After we inform you the Goods are ready for collection from our premises and we have the Goods ready for collection;
or
 - 7.1.2. If at your request we deliver the Goods to any address and you fail to take receipt of the Goods from us.
- 7.2. If you receive the Goods from us, you are responsible for them.
- 7.3. You shall not own the Goods even though we have given you physical possession of the Goods if we have not been paid in full for the Goods either by receiving cash or cleared funds.
- 7.4. If you have ordered Goods and receive them in instalments, you shall not own any of the Goods until you have paid us in full either by our receipt of cash or cleared funds for all of the instalments of the Goods.
- 7.5. You must ensure the Goods are returned to us if we ask you to return them where the following circumstances exist. You or another person has possession of the Goods, and we have not been paid in full by receiving cash or cleared funds for the Goods, and the Goods are still in existence and you have not sold the Goods to another person who does not know about us.
- 7.6. If you fail to return the Goods to us, you authorise us to enter any premises whether yours or someone else's to recover the Goods.
- 7.7. Where we have given you possession of the Goods, but we are still the owners of the Goods, you shall not use the Goods as any form of security or for any indebtedness. You shall not use the Goods to raise money for yourself or another person. If you use the Goods as security or to raise money, all money owed by you to us including unbilled amounts becomes immediately due and payable. You agree to immediately pay us all money owed by you under the Agreement or any other agreement with you.

8. Warranties and Liabilities

- 8.1. We shall compensate you if the Goods fail to meet the description agreed between the parties. We shall also compensate you if the Goods are not free from defects in material and workmanship for 12 months from the time we delivered the Goods to you.
- 8.2. We shall compensate you if you asked us to make the Goods according to any instruction and the defect is due to your instruction.
- 8.3. We shall not compensate you for the following circumstances: for fair wear and tear, or damage caused by your deliberate or negligent use of the Goods, or your use of the Goods in abnormal working conditions, or your failure to follow our instructions written or oral, or the manufacturer's instructions written or oral, or you fail to treat the Goods in a sensible and proper manner, or if you repair or alter the Goods without our written consent.
- 8.4. You shall not be entitled to any compensation from us if you have failed to pay us the full price (either cash or cleared funds) for the Goods by the due date.
- 8.5. We shall not have an obligation to compensate you for parts, materials or equipment that do not comply with the Agreement manufactured by a third party. However, you shall have the benefit of any warranty or guarantee that we are entitled to transfer to you.
- 8.6. If we sell Goods to you in the course of your business, we exclude all warranties and conditions and other terms implied by statute or common law. Where you are a consumer defined in the Unfair Contract Terms Act 1977 you have only such rights as common law and statute imply into the Agreement that cannot be excluded.
- 8.7. We shall not have to compensate you if you do not notify us in writing about any defect with the Goods within 7 days of your receipt of the Goods. If you fail to do so you shall still have to pay for the Goods even if you refused to take receipt of the Goods.
- 8.8. If the defect was not noticeable on reasonable inspection at the time of delivery of the Goods then you have 7 days from when the defect was noticeable to notify us in writing of the defect.
- 8.9. If you accept receipt of the Goods and you do not notify us within the 7-day time limit, you shall not be able to return the Goods to us and/or refuse to pay the price of the Goods.
- 8.10. If your complaint about the Goods is upheld, we may at our option replace the Goods (in whole or in part) free of charge, or refund the price of the Goods or a proportionate part of the price. Once we have replaced the Goods and paid a refund, you shall have no further right to compensation or a remedy from us.
- 8.11. We shall compensate you for death or personal injury caused directly by our negligence.
- 8.12. We shall not be liable to you for any consequential loss, economic loss or loss of profit under any circumstances.
- 8.13. We shall not be held to be in breach of the Agreement nor shall we have to compensate you if due to circumstances beyond our reasonable control we cannot perform any of our obligations under this Agreement. The following is a non-exclusive list of circumstances beyond our reasonable control: Act of God, explosion, flood, tempest, fire, accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, act, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any Government or Parliament or Local Authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or employees of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown of machinery.

9. Indemnity

- 9.1. We shall indemnify you against any claim that your use of the Goods infringes the copyright, patent, design, trademark or other intellectual property rights of a third party. We shall only indemnify direct loss and expenses incurred by you. We shall not indemnify your consequential loss or economic loss. The indemnity under this clause only applies if:
 - 9.1.1. We have full control of any proceedings or negotiations in regard to the claim.
 - 9.1.2. You give us all reasonable assistance for the purpose of any such proceedings or negotiations, and

- 9.1.3. You do not pay any claim, or accept any such claim, or compromise any such claim or associated proceedings without our consent (which shall not be unreasonably withheld or delayed).
- 9.2. You shall not do anything that would cause the cancellation of your policy of insurance or your insurance cover in relation to this type of infringement. If you cancel the policy of insurance for any such claim, our indemnity shall cease.
- 9.3. If your insurer pays you money in regard to the cost of defending or dealing with the claim, we shall not have to pay you under the indemnity the amount that your costs are covered by the insurance. If we have paid out money then you shall reimburse our costs.
- 9.4. If you are awarded a sum of money in relation to your costs and expenses then you shall pay such money to us that covers our costs and expenses.
- 9.5. You shall comply with any of our requests in keeping your costs and expenses to a minimum.

10. Your Insolvency

- 10.1. We shall be entitled to cancel this Agreement, and suspend any further delivery of Goods under this Agreement or any other agreement with you without having to pay you compensation. Nor shall you have any other remedy against us. You must also immediately pay for all Goods that you have received from us under this Agreement and which you have not paid for, and pay all money owing to us from you (whether due or not) if any of the circumstances below occur:
 - 10.1.1. If you take any step of any of the procedures relating to Bankruptcy, Liquidation, or Administration or such a step is taken in relation to you by any third party, and/or
 - 10.1.2. If you cease to carry on business or threaten to cease to carry on business, and/or
 - 10.1.3. If you fail to pay your debts as they are due
 - 10.1.4. If we find out that any of the above circumstances have occurred and we notify you that we know about those circumstances
- 10.2. The exercise of the remedies mentioned above shall not weaken or affect any other remedy we may have.

11. General

- 11.1. If either party want to serve notice on the other party, that notice must be in writing and sent to any premises that have been identified as the place for the service of notices. If no place has been identified then the notice bay be sent to the registered office or principal place of business of the other party.
- 11.2. If we forgive one breach of the Agreement, it does not mean that we shall forgive any other breaches of the Agreement, and we shall be entitled to take legal action against you for any new breaches of the Agreement.
- 11.3. If any words in this Agreement make the Agreement invalid or unenforceable, if however those words were to be omitted the Agreement would be lawful and enforceable, you agree with us that those words will be deleted and the rest of the Agreement would be valid and enforceable.
- 11.4. The parties agree to choose an arbitrator to judge any dispute between the parties.
- 11.5. If the parties cannot agree on an arbitrator, then either party may ask the President of the Law Society to nominate an arbitrator.
- 11.6. English law shall apply to the Agreement and its interpretation. Only the English Courts may judge any disagreement between the parties.
- 11.7. You shall not transfer any of your rights or duties or subcontract any rights or duties without our written consent. We may pass any of our rights or duties or subcontract them without your written consent.
- 11.8. A person who is not a party to this Agreement shall not have any rights under the Contracts (Right of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.