

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS.

"The Company" shall be a reference to GREEN PLANT UK LTD:  
 "Terms of Trading" shall be a reference to the terms and conditions specified herein or varied from time to time pursuant to clause 2(b); "Working Day" shall be a reference to any day that The Company is open for normal business practice;  
 "The Customer" shall be a reference to the purchaser of any product from The Company. "Product" shall be a reference to any item(s) or services supplied to The Customer by The Company;  
 "Site" shall be a reference to delivery point of Product supplied by The Company to The Customer.

### 2. APPLICATION OF CONDITIONS.

(a) The Terms of Trading shall (subject to clause (b)) apply to all tenders, offers, quotations, acceptances, orders, agreements and deliveries relating to the sale of Product by The Company to The Customer shall be deemed to assent thereto.  
 (b) In the event of The Customer's order containing special provisions, such provisions shall only be binding to the extent that they are expressly agreed to in writing by a Director of The Company. No purported suspension, variation or waiver of these terms and conditions shall be of any effect unless in writing and signed by a Director of The Company.  
 (c) Save as provided in sub-clause (b) above the Terms of Trading shall apply to the exclusion of any other terms and conditions subject to which The Customer purports to accept a quotation by The Company, or place an order or to enter into a contract with The Company.

### 3. FORMATION OF CONTRACT.

(a) No contract shall come into existence until The Customer's order has been confirmed in writing by The Company or until Product has been dispatched to The Customer, whichever event shall occur sooner.  
 (b) An order must be accompanied by sufficient information to enable The Company to proceed with the order forthwith and thereafter any modification must be agreed in writing. All verbal orders and amendments to orders must be confirmed in writing. When ordering Product the quotation reference must be stated on all communications relating to the order and specify the number and date of order, a description of the Product and reference number.

### 4. QUOTATIONS.

The Company will endeavour to hold the terms of any quotation given by it for a period of 30 Working Days, or for such other period as is specified in writing, but without obligation or liability.

### 5. PRICES.

All prices are subject to alteration without notice; the contract price shall be that specified by The Company. VAT is not included in the price quoted and shall be charged, where applicable, at the then prevailing rate.

### 6. PAYMENT.

(a) Unless otherwise agreed in writing by The Company, payment will be on the following basis:-  
 (a. i) Provided that The Customer has been given written notification from The Company of a credit facility, payment in full for all replacement parts, spares and service support shall be made in full 30 days following date of invoice.  
 (a.ii) In all other cases, payment in full shall be made immediately following notification that the Product is ready for collection, delivery or available from stock;  
 Time of payment shall be the essence.  
 (b) In the event of The Customer's failure to effect full payment by the due date The Company shall be entitled without prejudice to any other rights:-  
 (b. i) To withhold delivery of Product until such outstanding funds are received by The Company; and  
 (b. ii) To charge and be paid interest on any outstanding balance at an annual rate of 2% above Barclays Bank PLC base lending rate from time to time in force, such interest to accrue daily;  
 (b.iii) To discontinue forthwith the provision of any further Product or service whether forming part of the same or any other contract  
 (b.iv) To repossess Product, and for the purpose thereof The Company shall be entitled to enter upon any premises or Site without notice where it is reasonably thought to be stored.

### 7. DESPATCH / DELIVERY.

(a) Any time or date given by The Company in respect of dispatch or delivery shall be deemed as an estimate only and The Company shall not be liable for any consequences arising from any such delay, except where caused by wilful neglect.  
 (b) Unless otherwise agreed in writing delivery shall take place at The Company's premises specified by The Company and The Company shall be entitled to charge and be paid for an additional sum for delivery elsewhere to include the cost of cases and packaging which shall be non-returnable.  
 (c) No responsibility will be accepted by The Company for any discrepancy in the quantity of Product supplied or damaged caused thereto in transit unless notified to The Company by The Customer in writing within 7 Working Days of the date of delivery to The Customer or delivery address specified by The Customer. The quantities specified in The Company's delivery documentation shall be conclusive unless otherwise indicated on the same at the time of delivery.  
 (d) Where The Company agrees to arrange delivery, if The Customer fails to take delivery of Product, or fails to give adequate delivery instructions then, without prejudice to any other right or remedy available to The Company, The Company may:-  
 (d. i) Store Product and charge The Customer for the reasonable costs (including insurance) of storage and any failed delivery; and  
 (d.ii) Sell Product at the best price readily obtainable and (after deducting reasonable storage and re-selling expenses) account to The Customer for the excess over the price under the contract between The Company and The Customer, or charge The Customer for any shortfall below the price under such contract. The Customer shall indemnify The Company in full against all other losses, damages, charges and expenses incurred by The Company as a result of The Customer's said failure to take delivery or give adequate instructions to do so.

### 8. RETENTION OF TITLE AND PASSING OF RISK.

(a) Unless otherwise specified by The Company, risk of damage to or loss of Product shall pass:-  
 (a.i) In the case of Product to be delivered at The Company's premises, at the time when The Company notifies The Customer that Product is available for collection; or  
 (a.ii) In the case of Product to be delivered elsewhere than at The Company's premises, at that time of delivery or, if The Customer wrongfully fails to take delivery of Product, the time when The Company has tendered delivery of Product. Delivery to a carrier or any other person, firm or company on The Customer's actual or purported behalf shall constitute delivery being made to The Customer.  
 (a.iii) Where Product is sent by post they shall be at the risk of The Customer.

(b) Product shall remain the sole and absolute property of The Company as legal and equitable owner until the full contract price has been received by The Company in cleared funds.

(c) The Customer acknowledges that he is in possession of Product solely as bailee for The Company until such time as the full contract price has been paid and from the time when risk passes under Clause 8(a) The Customer shall be responsible for and shall indemnify The Company against all loss of or damage to Product from whatever cause.

(d) The Customer shall be licensed by The Company to process Product in such fashion as he may wish and/or incorporate it in or with any other goods provided that such action does not affect title to Product.

(e) The Customer shall be at liberty to agree to sell-on any product produced from or with Products on the express condition that the entire proceeds of sale are held in trust for The Company and that such funds are kept separate from other monies. Where The Company has not received the aforesaid proceeds of sale within 2 Working Days of such disposal by The Customer he will, if required by The Company, within 7 Working Days assign to The Company all rights against the party to whom he has supplied any product made from or with Product.

(f) Until such a time as the property in Product passes to The Customer The Company shall be entitled at any time to require The Customer to deliver up Product to The Company and, if The Customer fails to do so, forthwith without notice to enter upon any premises of The Customer or any third party where Product is stored and repossess such Product.

(g) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness of Product, which remain the property of The Company.

### 9. SPECIFICATION

(a) Any advice or recommendation given by The Company or its employees or agents as to the storage, application or use of Product which is not specifically confirmed in writing by The Company is followed, relied or acted upon is entirely at The Customer's own risk. Accordingly The Company shall not be liable for any such advice or recommendation which is not so confirmed.

(b) All descriptions, specifications, drawings, weights, prices, capacities, dimensions, performance ratings and any other data quoted, or submitted by The Company or included in any literature, documentation or information issued by The Company are deemed approximate only (except where stated in writing to be exact or expressly made of the essence) and subject thereto none of such items or any part thereof shall form part of the contract between The Company and The Customer (other than as approximations) and The Customer shall place no reliance on them. In any event, such figures for performance of Product vary according to the nature of the Site upon which Product is being used, and the circumstances of its use.  
 (c) Any typographical, clerical or other error in any sales literature, quotation, price list, acknowledgement of order, invoice or other information issued by The Company shall be subject to correction without any liability on The Company.

(d) The Company reserves the right to make any changes in the specification of Product which are required to conform with any applicable safety or other legal requirements or which do not materially affect their quality or the performance of such Product.

### 10. LIABILITY AND WARRANTY.

(a) In the event of any new product being supplied which, within 12 months of the date of delivery (or other period as specifically agreed to in writing by a Director of The Company) is shown, to the reasonable satisfaction of The Company, to be defective, The Company shall (as it may in its sole discretion determine) either repair or replace the defective Product without charge.  
 (b) The warranty in sub-clause (a) above does not extend to parts, materials or equipment not manufactured by The Company save that The Company shall extend to The Customer the benefits of any warranty issued by the manufacturer of that defective part but shall not otherwise be liable.

(c) Where used Product is supplied by The Company on the basis of a separate written warranty, expressly stated by The Company, on its confirmation of order or invoice, The Company's obligations will be as expressly set out in that warranty. All other used Product is sold without warranty, the sales being on the basis of their condition at the time of sale. The Customer should carry out inspection of all used Product and rely upon his own assessment of their condition, quality, fitness for any purpose and compliance with statutory requirements. Except as specified above, and in sub-clause (i) below The Company shall be under no liability in respect of any defect of any used Product supplied by it.

(d) The Company's obligations to repair or replace Product referred to in sub-clause (a)-(c) above shall apply solely when;  
 (i) Product is defective by reason of faulty workmanship or the use of defective materials, (ii) The Customer gives The Company immediate written notification on discovery of the alleged defect and full details thereof, such notification to be received by The Company within the appropriate warranty period specified above,  
 (iii) The Customer returns the defective Product or part thereof to The Company's premises from which it was purchased if so required by The Company, such returned Product shall be adequately packed for carriage and to be clearly marked for identification with the full name and address of The Customer,  
 (iv) The Customer collects the said Product at the above premises within six days of notification that the repaired or replaced Product is ready for collection.

(v) Product identification numbers and marks have not been altered or removed and that no alteration has been made to the Product by anyone other than The Company, and

(vi) The Customer has properly maintained and operated Product and complied with all service requirements and recommendations of The Company or manufacturer.

(e) For the avoidance of doubt, The Company shall not be liable in respect of any damage or defect arising out of or in connection with misuse, neglect, lack of adequate daily operating maintenance, abnormal working conditions, repair of Product other than by or on behalf of The Company, wilful or accidental damage or normal wear and tear, as determined by the company in its sole discretion.

(f) All consumable items, included but not limited to oils, greases, fuels and filters, will be provided by The Customer or purchased from The Company at the respective selling price(s).

(g) The Company accepts responsibility for all technical advice given by its officers or servants for which a specific charge is made. Any advice made available to The Customer without charge is given with all reasonable care but without liability in contract tort or misrepresentation on the part of The Company. It is The Customer's responsibility to ensure that the nature, capacity and performance of the Product ordered by him are sufficient and suitable for his purpose.

(h) The Company's liability in respect of defective Product shall be limited in the terms of this clause 10 and any statutory or other warranty, condition, description or representation, expressed or implied, as to the state, quality, merchantability or fitness of Product for any purpose is hereby expressly excluded to the fullest extent permitted by law. The Company shall under no circumstances be liable for any damages of any kind whether direct or consequential (including but not limited to loss of profit, expenditure incurred or delay in the execution of any works being carried out by or for The Customer) arising out of or in connection with Product or work done in connection therewith, (and whether caused by the negligence of The Company, its employees or agents or otherwise) except that nothing in this clause shall limit The Company's liability for death, personal injury arising out of its negligence, where such liability arises in the respect of supply of Product under a non-international supply contract (as defined in the Unfair Contract Terms Act 1977, as may be amended).

### 11. HEALTH AND SAFETY

(a) Where The Customer purchases Product without a warranty being given by The Company, The Customer undertakes that prior to use of the Product, he will carry out or arrange for the carrying out of such testing, examination and investigation as may be necessary to ensure, so far as is reasonably practicable, that Product will be safe and without risk to health when properly used.

In particular, he will carry out as applicable testing of the brakes, steering, hydraulic system, mast assembly, fixed and removable attachments and warning sirens.

(b) If The Customer does not possess an operating manual for JCB Product, or requires information on JCB Products maximum capabilities, the conditions in which it can be safely operated or any other material relating to its safe operation, The Customer should contact The Company in order that this documentation and/or information can be made available to him, in accordance with clause 9 (a)-(d).

### 12. FORCE MAJEURE.

The Company shall not be liable for any failure to supply Product where such failure arises by reason of riot, civil commotion, war whether declared or not, accident, shortened hours of labour, strikes, lock-outs, mechanical breakdown of facilities, failures of third parties to supply raw materials or goods, storm, flooding, fire or any other circumstances, whether of the kind above mentioned or not, beyond the control of The Company. The Company shall not be required to obtain elsewhere in the market goods with which to replace or permit it to produce Product, delivery of which has been postponed or cancelled as a result of any of the said events. The Company shall not, however, be relieved from supplying Product nor The Customer from accepting such Product when the above causes interfering with delivery shall have ceased.

### 13. WAIVER AND ASSIGNMENT.

(a) The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party, and no waiver of rights in respect of any breach by the other party shall operate as a waiver in respect of any other breach.  
 (b) The Customer shall not transfer his rights or obligations under this contract, or any part thereof, against The Company to any third party without prior written consent of a Director of The Company.

### 14. TERMINATION.

If The Customer shall commit a breach of any term of a contract for the supply of Product or if any distress or execution shall be levied upon his property or assets, or if he shall make or offer to make any arrangement or composition with his creditors, or commit any act of bankruptcy, or if The Customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if any receiver of such company's undertaking, property or assets or any part thereof shall be appointed, or if The Customer shall commit any act or omission entitling any part to take any of the above steps The Company shall have the right forthwith to suspend work or withhold delivery under or determine any contract for supply of Product upon written notice without prejudice to any claim or right. The Company may otherwise make or exercise and if Product has been delivered but not paid for the price shall become immediately due and payable. In addition, The Customer's rights to possession of any Product, the title of which has not yet passed, shall cease and The Company shall be entitled to repossess Product.

### 15. NOTICES.

Any notice given hereunder must be in writing and may be affected by personal delivery, facsimile or by registered mail postage (subject in each case, to proof that such notice was properly addressed and dispatched) if effected by personal delivery or facsimile, such shall be deemed to be received on the day of sending and if effected by post shall be deemed to be received 48 hours after that date of posting.

### 16. INVALIDITY.

If any provision(s) of the Terms of Trading is held by any competent authority to be invalid or un-enforceable in whole or in part of this shall not affect the validity of the other provisions of such contract and the remainder of the provisions in question shall not be effected thereby.

### 17. LAW.

Any contract for the supply of Product under the Terms of Trading shall be construed according to English law. Headings are for convenience only and should not be used in construing the meaning of the Clauses. These Terms and Conditions relate to business effected by GREEN PLANT UK LTD, (and any of its subsidiaries) who's Registered address and Head Office are at:  
 UNIT 2 HAVERING FARM  
 GUILDFORD ROAD  
 SUTTON GREEN  
 GUILDFORD  
 SURREY  
 GU4 7QA