



Your ideas - in perspective

TRADING TERMS & CONDITIONS OF SALE

Last Updated 03/02/10

INTERPRETATION

- 1."SOLID DEVELOPMENTS" IS A TRADING NAME OF SOLE TRADER JAMES ADRIAN WHITE.
- 2."THE CLIENT" MEANS ANY PERSON FIRM OR COMPANY FOR WHOM SOLID DEVELOPMENTS PROVIDES GOODS OR SERVICES.
- 3.WHEREVER A REQUIREMENT IS MADE IN THESE TERMS AND CONDITIONS FOR ITEMS TO BE EXPRESSED IN WRITING, COMMUNICATION RECEIVED AND ACKNOWLEDGED BY FACSIMILE WILL SUFFICE.
- 4.AT THE TIME OF WRITING "SOLID DEVELOPMENTS OFFICES" REFERS TO 35 LOWER PARK ROAD, HASTINGS, EAST SUSSEX TN34 2LA.

APPLICATION OF TERMS AND CONDITIONS

- 1.THESE TERMS AND CONDITIONS ARE EFFECTIVE COMMENCING THE 22ND OF SEPTEMBER 2009.
- 2.SOLID DEVELOPMENTS CONCLUDES CONTRACTS FOR THE SUPPLY OF GOODS AND SERVICES SUBJECT TO THESE TERMS AND CONDITIONS WHICH SUPERSEDE ANY EARLIER SETS OF CONDITIONS OF SOLID DEVELOPMENTS WHEREVER APPEARING AND WHICH OVERRIDE ANY TERMS OR CONDITIONS STIPULATED INCORPORATED OR REFERRED TO BY THE CLIENT.
 - 2.1.ANY ORDER RECEIVED SHALL BE DEEMED TO BE PLACED SUBJECT TO THESE TERMS AND CONDITIONS.
 - 2.2.SOLID DEVELOPMENTS'S ACKNOWLEDGEMENT OF ANY ORDER SHALL NOT CONSTITUTE ACCEPTANCE OF THE CLIENTS TERMS AND CONDITIONS.
- 3.NO VARIATION OR QUALIFICATION OF THESE TERMS SHALL BE BINDING ON SOLID DEVELOPMENTS UNLESS MADE IN WRITING AND AGREED IN WRITING BY SOLID DEVELOPMENTS AND SIGNED BY A REPRESENTATIVE OF SOLID DEVELOPMENTS AUTHORISED TO DO SO.
- 4.ANY WAIVER TO ONE OR MORE OF THESE CONDITIONS THAT IS AGREED BY SOLID DEVELOPMENTS DOES NOT CONSTITUTE A PERMANENT WAIVER OF ANY CONDITION SO WAIVED, NOR A GENERAL WAIVER OF THESE CONDITIONS AS A WHOLE.
- 5.SOLID DEVELOPMENTS RESERVES THE RIGHT TO AMEND THESE TERMS AND CONDITONS WITHOUT NOTICE.
- 6.SOLID DEVELOPMENTS RESERVES THE RIGHT TO REFUSE TO SUPPLY GOODS OR SERVICES TO ANYONE IT SEES FIT NOT TO DO SO, WITHOUT FURTHER EXPLANATION OR QUALIFICATION.

SPECIFICATIONS/ADVERTISING MATTER

- 1.ALL SPECIFICATIONS, DRAWINGS AND PARTICULARS OF WEIGHTS AND DIMENSIONS SUBMITTED BY SOLID DEVELOPMENTS ARE APPROXIMATE ONLY AND THE DESCRIPTIONS AND ILLUSTRATIONS CONTAINED IN PRICE LISTS, CATALOGUES AND OTHER ADVERTISING MATTER PROVIDED BY SOLID DEVELOPMENTS ARE INTENDED MERELY TO REPRESENT A GENERAL IDEA OF THE GOODS PORTRAYED THEREIN AND NONE OF THESE SHALL FORM PART OF ANY CONTRACT NOR UNLESS OTHERWISE CONFIRMED ARE THEY TO BE TAKEN AS A REPRESENTATION OF THE SOURCE OF ORIGIN, MANUFACTURE OR PRODUCTION OF THE PRODUCTS OR ANY PART THEREOF.
- 2.WHERE SPECIFICATIONS OR DETAILS OF PRODUCTS ARE SOURCED FROM, OR ARE IN THE FORM OF, LITERATURE OR INFORMATION PROVIDED BY SOLID DEVELOPMENTS'S OWN SUPPLIERS, SOLID DEVELOPMENTS CANNOT ACCEPT RESPONSIBILITY FOR ANY INACCURACIES CONTAINED THEREIN.
- 3.AGREED SPECIFICATIONS WILL BE OBSERVED AS NEARLY AS POSSIBLE, BUT DEVIATIONS THEREFROM NOT ADVERSELY AFFECTING THE PRODUCTS TO ANY MATERIAL EXTENT SHALL NOT AFFECT THE CONTRACT NOR ENTITILE THE CLIENT TO CANCEL THE SAME.
- 4.IF SPECIFIC MATERIALS ARE STIPULATED SOLID DEVELOPMENTS RESERVES THE RIGHT TO SUBSTITUTE OTHER EQUIVALENT MATERIALS AT THE SOLE DISCRETION OF SOLID DEVELOPMENTS.
- 5.IF THE CLIENT REQUIRES ANY ALTERATION OR MODIFICATION IN SPECIFICATIONS DRAWINGS OR DESIGNS OR ANY DEVELOPMENT OF A PRODUCT, ADDITIONAL CHARGES MAY BE MADE.

DESIGN RIGHTS

- 1.PRODUCTS OFFERED BY SOLID DEVELOPMENTS MAY BE THE SUBJECT OF PATENTS, REGISTERED DESIGNS, COPYRIGHT OR OTHER LEGAL PROTECTION.
- 2.OFFERS, QUOTATIONS AND TENDERS MADE BY SOLID DEVELOPMENTS AND ANY SUBSEQUENT CONTRACTS ARE FOR THE CLIENTS SECRET AND CONFIDENTIAL USE ONLY AND MAY CONTAIN INFORMATION BASED ON SOLID DEVELOPMENTS'S OWN DESIGN AND DEVELOPMENT WORK AND THAT OF SOLID DEVELOPMENTS'S TECHNICAL COLLABORATORS. THE CLIENT IS HEREBY BOUND NOT TO COPY OR DISCLOSE ANY PART OF THE SAID DOCUMENTATION TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF SOLID DEVELOPMENTS.
- 3.SOLID DEVELOPMENTS RETAINS THE INTELLECTUAL PROPERTY RIGHTS AND THE RIGHT OF COPYRIGHT OVER ALL DESIGNS DRAWINGS AND OTHER INFORMATION PRODUCED BY SOLID DEVELOPMENTS. THE CLIENT IS HEREBY BOUND NOT TO MAKE NOR HAVE MADE BY ANY THIRD PARTY ANY GOODS DESCRIBED IN ANY DRAWINGS, DESIGNS, DESIGN PROPOSALS, PHOTOGRAPHS, PLANS, REPORTS, RECOMMENDATIONS, SPECIFICATIONS OR ANY OTHER INFORMATION OR DATA SUPPLIED IN ANY FORM ACCOMPANYING OR RELATED TO ANY QUOTATION, TENDER, OFFER OR SUBSEQUENT CONTRACT MADE BY SOLID DEVELOPMENTS UNLESS THE SAID DESIGNS DRAWINGS OR OTHER INFORMATION ETC. FORM THE MAIN SUBJECT OF A CONTRACT WITH SOLID DEVELOPMENTS AND THAT REQUISITE WRITTEN CONSENT RELATING TO THE UTILISATION OF SAME IS OBTAINED FROM SOLID DEVELOPMENTS.
 - 3.1 FURTHER TO PARAGRAPH 3. ABOVE - WHERE INTELLECTUAL PROPERTY RIGHTS AND/OR RIGHT OF COPYRIGHT MAY BE IMPLIED TO BELONG TO ANYONE OTHER THAN SOLID DEVELOPMENTS BY THE INCLUSION OF THE NAME OR NAMES OF THE CLIENT OR THE NAME OR NAMES OF THE CLIENTS AGENTS, REPRESENTATIVES OR OWN CLIENTS ADJACENT TO A COPYRIGHT SYMBOL OR BY ANY OTHER METHODS ON DRAWINGS OR ANY OTHER INFORMATION PRODUCED BY SOLID DEVELOPMENTS, SOLID DEVELOPMENTS RETAINS ALL INTELLECTUAL PROPERTY RIGHTS AND SOLE COPYRIGHT OF ALL SAID DESIGNS DRAWINGS AND OTHER INFORMATION ETC. UNTIL PAYMENT FOR ANY CONTRACT RELATING TO SAME IS RECEIVED IN FULL BY SOLID DEVELOPMENTS AND THE REQUISITE WRITTEN CONSENT IS GIVEN BY SOLID DEVELOPMENTS. IF SATISFACTORY PAYMENT IS NOT RECEIVED ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHT OF COPYRIGHT REMAIN SOLELY WITH SOLID DEVELOPMENTS AND ANY OTHER IMPLIED OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND/OR RIGHTS OF COPYRIGHT ARE VOID REGARDLESS OF ANY INCLUSION IMPLYING THE CONTRARY WHERESOEVER APPEARING.
- 4.THE CLIENT UNDERTAKES TO INDEMNIFY SOLID DEVELOPMENTS AGAINST ALL COSTS SHOULD ANY DESIGN OR INSTRUCTION THAT THE CLIENT GIVES INVOLVES SOLID DEVELOPMENTS IN ACTUAL OR THREATENED LITIGATION OR ARBITRATION AS A RESULT OF ALLEGED INFRINGEMENT OF ANY PATENTS, REGISTERED DESIGNS, TRADE MARKS OR COPYRIGHT.
- 5.PURCHASE OF GOODS PRODUCED DOES NOT INCLUDE THE RIGHT TO COPY OR REPRODUCE ANY ASPECT OF THE EQUIPMENT OR THE DOCUMENTATION SUPPLIED WITH IT.
- 6.SOLID DEVELOPMENTS RESERVES THE RIGHT TO USE ANY DESIGNS, TECHNIQUES, INNOVATIVE IDEAS OR CIRCUIT CONFIGURATIONS DEvised BY SOLID DEVELOPMENTS AND/OR ITS TECHNICAL COLLABORATORS DURING ANY DISCUSSIONS OR ARISING FROM ANY DESIGN PROJECT UNDERTAKEN BY SOLID DEVELOPMENTS.
- 7.GOODS SUPPLIED BY SOLID DEVELOPMENTS MAY NOT HAVE MANUFACTURERS TRADE MARKS, SERIAL NUMBERS OR OTHER IDENTIFYING MARKINGS REMOVED, ALTERED OR DISGUISED BY THE CLIENT OR ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF SOLID DEVELOPMENTS.
- 8.INFORMATION OF ANY KIND PRODUCED BY SOLID DEVELOPMENTS MAY BE NOT BE ALTERED, MODIFIED OR DISGUISED IN ANY MANNER SO AS TO SUGGEST THAT IT HAS BEEN PRODUCED BY ANYONE OTHER THAN SOLID DEVELOPMENTS UNLESS THE SAID INFORMATION FORMS THE MAIN SUBJECT OF A CONTRACT WITH SOLID DEVELOPMENTS AND THAT REQUISITE WRITTEN CONSENT RELATING TO THE PRESENTATION OF SAID INFORMATION IS OBTAINED FROM SOLID DEVELOPMENTS.

LOANS/DEMONSTRATIONS & EXHIBITIONS

- 1.THE CLIENT MAY NOT EXHIBIT INFORMATION OR GOODS PRODUCED BY SOLID DEVELOPMENTS WHICH ARE NOT CLEARLY MARKED AS SUCH, WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF SOLID DEVELOPMENTS.
- 2.INSURANCE FOR ALL MATERIALS, EQUIPMENT OR OTHER GOODS MADE AVAILABLE BY SOLID DEVELOPMENTS FOR THE PURPOSES OF LOAN, DEMONSTRATION, EVALUATION OR EXHIBITION WILL BE THE RESPONSIBILITY OF THE CLIENT AT ALL TIMES FROM THE MOMENT OF ITS LEAVING SOLID DEVELOPMENTS OFFICES UNTIL ITS RETURN AND ACCEPTANCE AS BEING COMPLETE AND IN GOOD ORDER AT SOLID DEVELOPMENTS OFFICES
- 3.AT SOLID DEVELOPMENTS'S DISCRETION, A DEPOSIT MAY BE REQUIRED FOR ANY ITEMS MADE AVAILABLE BY SOLID DEVELOPMENTS FOR THE AFORE MENTIONED PURPOSES.
- 4.ANY DAMAGE ARISING FROM WHATEVER CAUSE WILL BE MADE GOOD BY SOLID DEVELOPMENTS AND INVOICED TO THE CLIENT AT SOLID DEVELOPMENTS'S STANDARD RATES OR THOSE OF THE MANUFACTURER WHICHEVER IS THE HIGHER.

PRICES

- 1.UNLESS OTHERWISE STATED, ALL PRICES STATED IN SOLID DEVELOPMENTS'S LITERATURE, PRICE LISTS, OFFERS, QUOTATIONS OR ESTIMATES ARE NET, IN POUNDS STERLING, EXCLUDING V.A.T. WHICH WILL BE CHARGED AT THE RATE CURRENT AT THE TIME OF INVOICE, ARE EX-WORKS AND DO NOT INCLUDE THE FOLLOWING -
 - 1.1.POSTAGE OR PACKING CHARGES.
 - 1.2.DELIVERY WITHIN THE U.K.

Proprietor: J.A.White

1.3.CARRIAGE, FOB CHARGES OR INSURANCE AND FREIGHT FOR OVERSEAS DELIVERY.

1.4.CHARGES FOR ANY SPECIAL TESTS OR CERTIFICATION.

1.5.CHARGES FOR COMMISSIONING GOODS AFTER DELIVERY.

2.WHERE PRICES QUOTED ARE BASED ON COSTS OF MATERIALS, COMPONENTS AND RATES OF LABOUR VALID AT THE DATE OF QUOTATION, SOLID DEVELOPMENTS RESERVES THE RIGHT TO RECALCULATE ITS ACKNOWLEDGED AND QUOTED PRICES SHOULD SUBSEQUENT CHANGES IN MATERIAL OR COMPONENT OR LABOUR COSTS INCREASE BY MORE THAN 2.5% . THE EQUIPMENT WILL BE INVOICED AT THE PRICES RULING AT THE DATE OF DISPATCH.

3.WHERE PRICES QUOTED ARE BASED ON FOREIGN CURRENCY EXCHANGE RATES VALID AT THE DATE OF QUOTATION SOLID DEVELOPMENTS RESERVES THE RIGHT TO RECALCULATE ITS ACKNOWLEDGED AND QUOTED PRICES SHOULD THE SAID EXCHANGE RATE DEVIATE BY MORE THAN 2.5% . THE RATE RULING AT THE DATE OF INVOICING WOULD APPLY.

4.WHERE PRICES QUOTED INCLUDE A FIGURE FOR GOVERNMENT TAXATION (E.G. V.A.T.) SOLID DEVELOPMENTS RESERVES THE RIGHT TO RECALCULATE ITS ACKNOWLEDGED AND QUOTED PRICES SHOULD THERE BE ANY REVISION, IMPOSITION OR ALTERATION OF THE SAID GOVERNMENT TAX.

5.UNLESS OTHERWISE STATED, PRICES QUOTED APPLY TO A SINGLE ORDER.

6.PRICES QUOTED ARE FOR THE STIPULATED QUANTITIES OR SERVICES ONLY AND MUST NOT BE TAKEN TO APPLY TO AN ORDER FOR ANY LESSER QUANTITIES OR SERVICES. CHANGES IN QUANTITIES MAY RESULT IN INCREASES IN UNIT PRICES AND POSSIBLE DELAYS IN DELIVERY.

7.WHERE A PRICE HAS BEEN AGREED BY SOLID DEVELOPMENTS BASED ON INFORMATION SUPPLIED BY THE CLIENT, THE CLIENT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION GIVEN AND ANY INCREASED COST ARISING AS A RESULT OF ANY INACCURACY OR OMISSION SHALL BE BORNE BY THE CLIENT.

8.IN THE EVENT OF THE VARIATION OR SUSPENSION OF WORK AS A RESULT OF INSTRUCTIONS OR LACK OF INSTRUCTIONS FROM THE CLIENT OR THE CLIENTS AGENTS, OTHER CONTRACTORS OR SUBCONTRACTORS, SOLID DEVELOPMENTS SHALL BE ENTITLED TO CHARGE COSTS THEREBY INCURRED AND TO AMEND ITS PRICE.

9.WHILST EVERY EFFORT WILL BE MADE TO MAINTAIN THE PRICES GIVEN IN PRICE LISTS ETC. SOLID DEVELOPMENTS RESERVES THE RIGHT TO EFFECT CHANGES WITHOUT PRIOR NOTICE AT ANY TIME BEFORE DISPATCH.

10.UNLESS OTHERWISE STATED, PRICES QUOTED FOR LABOUR ASSUME A MAXIMUM 8 HOUR WORKING DAY, MAXIMUM 5 DAY WORKING WEEK AND EXCLUDE WORKING ON WEEKENDS OR PUBLIC HOLIDAYS.

MINIMUM CHARGES

1.GOODS THAT ARE SENT BY POST ARE SUBJECT TO A MINIMUM CHARGE OF £3.00 + V.A.T. PER DELIVERY TO COVER POSTAGE AND PACKING.

2.ALL BENCH MAINTENANCE OR REPAIR WORK IS SUBJECT TO A MINIMUM CHARGE OF £25.00 + V.A.T.

3.GOODS SENT FOR REPAIR WHICH UPON INVESTIGATION ARE FOUND NOT TO EXHIBIT THE FAULT REPORTED WILL BE SUBJECT TO THE MINIMUM CHARGE OF £20.00.

4.URGENT CALLOUTS CARRIED OUT AT THE REQUEST OF THE CLIENT OR THEIR REPRESENTATIVES ARE SUBJECT TO A MINIMUM CHARGE OF £80.00 + EXPENSES + V.A.T. PER PERSON INCLUSIVE OF THE FIRST 1 HOUR OF LABOUR.

MILEAGE & TRAVELING CHARGES

1.UNLESS OTHERWISE AGREED IN ADVANCE, TRAVEL MILEAGE WILL BE CHARGED AT 40p/MILE FOR THE ROUND TRIP.

2.UNLESS OTHERWISE AGREED IN ADVANCE, TRAVELING TIME WILL BE CHARGED AT £15.00/HOUR OR £120.00 PER DAY

DISCOUNTS AND SURCHARGES

1.ALL DISCOUNTS AND SURCHARGES ARE AT THE SOLE DISCRETION OF SOLID DEVELOPMENTS.

ACCEPTANCE

1.OFFERS, QUOTATIONS AND TENDERS MADE BY SOLID DEVELOPMENTS SHALL BE OPEN FOR ACCEPTANCE WITHIN THE PERIOD STATED THEREIN OR IF NO PERIOD IS STATED WITHIN 14 DAYS OF THE DATE OF ISSUE UNLESS PREVIOUSLY WITHDRAWN.

2.OFFERS, QUOTATIONS AND TENDERS MADE BY SOLID DEVELOPMENTS ARE LIMITED TO THE GOODS AND OR SERVICES SPECIFIED THEREIN.

3.IF THE CLIENT WISHES TO MAKE AN ORDER ON THE BASIS OF AN OFFER, QUOTATION OR TENDER MADE BY SOLID DEVELOPMENTS SUCH ORDER MUST BE ACCOMPANIED BY SUFFICIENT INFORMATION TO ENABLE SOLID DEVELOPMENTS, AS SOON AS THE CONTRACT COMES INTO FORCE, TO PROCEED WITH THE ORDER FORTHWITH. DELAY IN SUPPLYING SUCH INFORMATION MAY LEAD TO THE NEED TO REVISE DETAILS OF THE SAID OFFER, QUOTATION OR TENDER.

4.THE CONTRACT IS CREATED WHEN SOLID DEVELOPMENTS CONFIRMS ACCEPTANCE OF THE ORDER IN WRITING AND SUBJECT TO THESE TERMS AND CONDITIONS.

CREDIT

1.IF IN SOLID DEVELOPMENTSS OPINION THE CLIENTS CREDIT IS UNSATISFACTORY OR SATISFACTORY SECURITY FOR PAYMENT IS NOT GIVEN ON REQUEST, SOLID DEVELOPMENTS MAY REQUIRE PAYMENT FOR THE WHOLE OR PART OF THE PURCHASE PRICE FROM THE CLIENT IN ADVANCE AND PENDING SUCH PAYMENT THE CONTRACT SHALL BE SUSPENDED.

2.IN THE EVENT OF SUCH ADVANCE PAYMENT NOT BEING MADE WITHIN A REASONABLE PERIOD STIPULATED BY SOLID DEVELOPMENTS, SOLID DEVELOPMENTS MAY CANCEL THE CONTRACT WITHOUT LIABILITY.

SUBCONTRACTORS

1.SOLID DEVELOPMENTS SHALL BE ENTITLED TO PROCURE THE PERFORMANCE OF ANY PART OF THE SERVICES BY A SUB-CONTRACTOR, BUT, SO THAT SOLID DEVELOPMENTS SHALL AT ALL TIMES REMAIN THE PRINCIPAL AS BETWEEN THE CLIENT AND SOLID DEVELOPMENTS.

REPAIRS

1.ALL DETAILS OF FAULTS TO BE ADVISED TO SOLID DEVELOPMENTS AT TIME OF, OR PRIOR TO, DELIVERY TO SOLID DEVELOPMENTS OFFICES.

2.ALL EQUIPMENT , WHERE NO SPECIFIC REQUEST IS MADE, WILL BE REPAIRED AND BROUGHT AS NEAR AS POSSIBLE TO MANUFACTURERS SPECIFICATION. SOLID DEVELOPMENTS WILL ALSO CARRY OUT ANY PHYSICAL/MECHANICAL REPAIR AND REFURBISHMENT THAT IT DEEMS APPROPRIATE.

3.ALL BENCH MAINTENANCE OR REPAIR WORK IS SUBJECT TO A MINIMUM CHARGE OF £25.00 + V.A.T.

4.GOODS SENT FOR REPAIR WHICH UPON INVESTIGATION ARE FOUND NOT TO EXHIBIT THE FAULT REPORTED WILL BE SUBJECT TO THE MINIMUM CHARGE OF £20.00.

INSTALLATIONS

1.WHEN CIRCUMSTANCES DICTATE, SOLID DEVELOPMENTS MAY REQUIRE TWENTY FOUR HOUR ACCESS TO ANY SITE ON WHICH THEY ARE WORKING, IF RESTRICTED WORKING HOURS ARE IN OPERATION SOLID DEVELOPMENTS MUST BE GIVEN WRITTEN DETAILS IN ADVANCE.

2.SOLID DEVELOPMENTS WILL REQUIRE THE PROVISION OF A TELEPHONE, NOT NECESSARILY EXCLUSIVELY, ON THE SITE. IF THE CLIENT REQUIRES, SOLID DEVELOPMENTS WILL PAY THE COST OF CALLS MADE. SOLID DEVELOPMENTS WILL REQUIRE A CONVENIENT SOURCE OF DRINKING WATER AND ELECTRICITY AND ACCESS TO W.C'S.

3.BEFORE COMMENCING WORK ON ANY SITE THE CLIENT MUST SUPPLY SOLID DEVELOPMENTS WITH DETAILS OF ANY HAZARDS PRESENT AND/OR PRECAUTIONS THAT NEED TO BE TAKEN ON THAT SITE OR WITH THE EQUIPMENT LOCATED THEREIN - INCLUDING THOSE OF ELECTROMAGNETIC OR ELECTROSTATIC NATURE. IF NO NOTIFICATION IS RECEIVED SOLID DEVELOPMENTS WILL ASSUME THAT THE CLIENT ACCEPTS FULL AND TOTAL LEGAL RESPONSIBILITY FOR ANY SUCH HAZARDS. IF ANY HAZARDS ARE SUBSEQUENTLY FOUND, SOLID DEVELOPMENTS MUST BE INFORMED IMMEDIATELY IN WRITING AND WILL TAKE SUCH ACTION AS SEEMS APPROPRIATE AT THE COMPLETE DISCRETION OF SOLID DEVELOPMENTS AND WITHOUT PENALTY.

4.SOLID DEVELOPMENTS SHOULD BE INFORMED OF ANY SPECIAL ELECTRICAL PROBLEMS ON THE SITE OR ANY DEVIATIONS FROM THE 14TH OR 15TH EDITION OF THE IEEE REGULATIONS.

5.IT IS A CONDITION OF ANY CONTRACT THAT REQUIRES ON-SITE WORKING, THAT THE CLIENT HOLDS EMPLOYERS LIABILITY AND PUBLIC LIABILITY INSURANCE AND THAT SOLID DEVELOPMENTS AND ALL PERSONS ASSOCIATED WITH SOLID DEVELOPMENTS ARE COVERED BY THESE INSURANCES TO WORK ON THE SAID SITE/SITES AND TO CARRY OUT THE WORK SPECIFIED.

6.SOLID DEVELOPMENTS MAY OPERATE ON SITES WHERE IT IS NOT NECESSARILY THE ONLY OR MAIN CONTRACTOR. IF REQUIRED SOLID DEVELOPMENTS WILL PROVIDE DETAILS OF ITS CURRENT PUBLIC LIABILITY AND EMPLOYERS LIABILITY INSURANCE COVER TO OTHER CONTRACTORS OR THE CLIENT, SOLID DEVELOPMENTS REQUIRES THAT THE CLIENT PROVIDES WRITTEN NOTIFICATION OF ANY OTHER CONTRACTOR OPERATING ON THE SITE WHO DOES NOT POSSESS THE AFOREMENTIONED INSURANCE COVER.

7.THE CLIENT WILL BE RESPONSIBLE FOR THE ACTIONS OF OTHER CONTRACTORS DEALING WITH OR USING NOXIOUS OR DANGEROUS MATERIALS, EQUIPMENT OR TOOLS. SOLID DEVELOPMENTS WILL EXPECT TO BE INFORMED OF THE USE OF THE ABOVE MENTIONED AND ANY OTHER ANTICIPATED HAZARDS. WHETHER OR NOT SO INFORMED SOLID DEVELOPMENTS RESERVES THE RIGHT TO WITHDRAW FROM THE SITE UNTIL IT IS DEEMED, IN THE SOLE OPINION OF SOLID DEVELOPMENTS, FIT TO RESUME WORK.

8.FOR MAJOR INSTALLATIONS SOLID DEVELOPMENTS WILL PROVIDE THE MEANS TO CONTROL LOCAL OUTBREAKS OF FIRE. ON SMALLER INSTALLATIONS OR MODIFICATIONS TO EXISTING INSTALLATIONS SUCH PROVISION SHALL BE THE RESPONSIBILITY OF THE CLIENT.

9.WHEREAS THE INSURANCE OF ALL TOOLS AND EQUIPMENT BELONGING TO AND USED BY SOLID DEVELOPMENTS ON THE SITE WILL BE THE RESPONSIBILITY OF SOLID DEVELOPMENTS, SOLID DEVELOPMENTS MAY REQUIRE TO BE PROVIDED WITH A SUITABLE SECURE WORKING AREA TO BE MADE AVAILABLE EXCLUSIVELY FOR ITS USE.

10.A COPY OF SOLID DEVELOPMENTS INSURANCE POLICY CAN BE MADE AVAILABLE FOR INSPECTION AT SOLID DEVELOPMENTS OFFICES BY APPOINTMENT.

COMPLETION/DELIVERY

1.WHILE SOLID DEVELOPMENTS WILL MAKE ITS BEST ENDEAVOURS TO MEET COMPLETION DATE REQUIREMENTS, THE TIME OF PERFORMANCE SHALL NOT BE THE ESSENCE OF ANY CONTRACT WITH SOLID DEVELOPMENTS UNLESS OTHERWISE AGREED.

2.ANY DELIVERY DATES THAT MAY BE AGREED TO ARE SUBJECT TO THE FOLLOWING -

2.1.FINAL APPROVAL OF ANY MANUFACTURING DRAWINGS, DESIGNS, PLANS ETC.

2.2.DUE RECEIPT OF ALL NECESSARY INFORMATION.

2.3.DUE RECEIPT OF ALL DEPOSIT, ADVANCE OR STAGE PAYMENTS REQUIRED BY SOLID DEVELOPMENTS.

2.4.AVAILABILITY OF EQUIPMENT, PARTS OR LABOUR AT THE TIME OF THE CLIENTS ORDER.

2.5.PROMPT INSPECTION OF THE GOODS BY THE CLIENT WHERE THIS IS AGREED.

2.6.SOLID DEVELOPMENTS NOT BEING HINDERED OR PREVENTED FROM DELIVERING THE GOODS OR PROVIDING OF SERVICES BY ANY CAUSE WHATSOEVER BEYOND SOLID DEVELOPMENTSS CONTROL, INCLUDING BUT NOT LIMITED TO STRIKES, LOCK OUTS, CIVIL COMMOTION OR RIOT.

TESTS

1. ALL EQUIPMENT SUPPLIED HAS BEEN TESTED AND INSPECTED TO CURRENT SPECIFICATIONS BY EITHER SOLID DEVELOPMENTS OR THE ORIGINAL MANUFACTURER BEFORE DISPATCH. IF SPECIAL TESTS, OR TESTS IN THE PRESENCE OF THE CLIENTS REPRESENTATIVES ARE REQUIRED, THESE, UNLESS OTHERWISE AGREED TO BY SOLID DEVELOPMENTS IN WRITING, MUST BE AT A LOCATION OF SOLID DEVELOPMENTS CHOOSING AND WILL BE CHARGED FOR. SHOULD THE CLIENT OR REPRESENTATIVE NOT ATTEND SUCH TESTS AFTER BEING GIVEN 7 DAYS NOTICE OF THE EQUIPMENT BEING READY, THEN THE TESTS WILL PROCEED IN THEIR ABSENCE, ALTHOUGH THEY SHALL BE DEEMED TO HAVE MADE IN THEIR PRESENCE. NOTICE OF REQUIREMENT TO ATTEND SUCH TESTS MUST BE RECEIVED WITHIN 14 DAYS OF SOLID DEVELOPMENTS ORDER ACKNOWLEDGEMENT.

CERTIFICATION & COMMISSIONING

1. FOR GOODS OR EQUIPMENT SUPPLIED, IT IS NOT SOLID DEVELOPMENTS POLICY TO PROVIDE ANY CERTIFICATION BEYOND THAT WHICH MAY HAVE BEEN SUPPLIED AS STANDARD AND THEN ONLY SUCH AS IS STILL VALID FROM THE MANUFACTURER OF THE SAID GOODS OR EQUIPMENT. IF FURTHER CERTIFICATION IS REQUESTED BY THE CLIENT, THEN WHILST SOLID DEVELOPMENTS WILL ENDEAVOUR TO SATISFY THOSE REQUESTS, SOLID DEVELOPMENTS RESERVES THE RIGHT TO CHARGE FOR ANY ADDITIONAL ADMINISTRATION OR ENGINEERING LABOUR OR COSTS THEREBY INCURRED AND AT ITS SOLE DISCRETION, TO DECLINE WITHOUT PENALTY OR PREJUDICE, TO PROVIDE THE AFOREMENTIONED CERTIFICATION.

2. UNLESS ANY SPECIAL ARRANGEMENT FOR CERTIFICATION OR COMMISSIONING IS MADE WITH SOLID DEVELOPMENTS IT IS THE RESPONSIBILITY OF THE CLIENT OR THEIR AUTHORISED AGENT TO CARRY OUT ANY INSPECTION, CERTIFICATION AND/OR COMMISSIONING AS IS REQUIRED TO ENSURE THAT A PROPER AND SAFE INSTALLATION HAS BEEN CARRIED OUT AND THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE RELEVANT APPOINTED AUTHORITY IN THE COUNTRY IN WHICH THE GOODS OR EQUIPMENT SUPPLIED OR SUBJECT TO SERVICES BY SOLID DEVELOPMENTS IS TO BE USED.

2.2. ANY GOODS, EQUIPMENT OR SYSTEMS THAT ARE SUPPLIED OR TO WHICH SERVICES ARE APPLIED THAT ARE RELATED TO OR TO BE USED IN CONJUNCTION IN ANY WAY WITH ANY OF THE FOLLOWING, SOLID DEVELOPMENTS INSISTS THAT REGARDLESS OF ANY INSPECTION, CERTIFICATION AND/OR COMMISSIONING CARRIED OUT BY SOLID DEVELOPMENTS THE FINAL INSPECTION/CERTIFICATION AND OR COMMISSIONING IS THE RESPONSIBILITY OF THE CLIENT OR THEIR AUTHORISED AGENTS AS IN PARAGRAPH 2.1. ABOVE -

2.2.1. VEHICLES OF ANY TYPE INCLUDING LAND, SEA, AIR AND SPACE.

2.2.2. AEROSPACE/AIRCRAFT AND ASSOCIATED SYSTEMS AND OPERATIONS.

2.2.3. MOTIVE POWER SYSTEMS.

2.2.4. EMERGENCY POWER SYSTEMS.

2.2.5. MEDICAL SYSTEMS.

2.2.6. NUCLEAR POWER SYSTEMS, RESEARCH AND ALL SIMILAR APPLICATIONS.

3. UNLESS SPECIFICALLY INCLUDED IN SOLID DEVELOPMENTS OFFER, QUOTATION, ESTIMATE OR ORDER ACKNOWLEDGEMENT, SPECIAL ARRANGEMENTS FOR COMMISSIONING TO BE CARRIED OUT BY SOLID DEVELOPMENTS OF GOODS, EQUIPMENT OR SYSTEMS WILL BE AT AN ADDITIONAL CHARGE.

4. IF COMMISSIONING BY SOLID DEVELOPMENTS IS REQUIRED THEN ALL PHYSICAL SITING AND INSTALLATION WORK AND THE PROVISION OF ALL NECESSARY SERVICES AND CONNECTION FACILITIES TO THE SITE OF THE RESPECTIVE GOODS, EQUIPMENT OR SYSTEM IS THE RESPONSIBILITY OF THE CLIENT. THE RESPONSIBILITY OF THE COMMISSIONING ENGINEER IS TO CONNECT THE AFOREMENTIONED GOODS, EQUIPMENT OR SYSTEM SUPPLIED BY SOLID DEVELOPMENTS TO THE SOURCES OF SUPPLY AND TO ENSURE THAT SAID GOODS, EQUIPMENT OR SYSTEM WORKS TO SOLID DEVELOPMENTS SATISFACTION.

STORAGE BY SOLID DEVELOPMENTS

1. IF WHEN THE GOODS ARE READY FOR DELIVERY, THE CLIENT DELAYS ACCEPTANCE OF THE GOODS FOR ANY REASON OUTSIDE SOLID DEVELOPMENTS CONTROL, THE GOODS WILL BE STORED BY SOLID DEVELOPMENTS BUT THE CLIENT SHALL PAY AN AMOUNT EQUIVALENT TO THAT WHICH WOULD BE PAID IF THE GOODS HAD IN FACT BEEN DELIVERED AND ACCEPTED.

2. THE CLIENT WILL BE LIABLE TO PAY FOR STORAGE CHARGES FOR THE PERIOD OF DELAY PLUS THE COST OF ANY ADDITIONAL HANDLING AND TRANSPORTATION INCURRED.

POSTAL SALES

1. GOODS THAT ARE SENT BY POST ARE SUBJECT TO A MINIMUM CHARGE OF £3.00 + V.A.T. TO COVER POSTAGE AND PACKING.

PACKAGING/TRANSPORT

1. THE SPECIFICATION FOR PACKAGING AND TRANSPORTING THE EQUIPMENT SHALL BE ENTIRELY AT THE DISCRETION OF SOLID DEVELOPMENTS WHO SHALL HAVE THE RIGHT TO PACK ALL GOODS IN SUCH MANNER, WITH SUCH MATERIALS AND IN SUCH QUANTITIES AS SOLID DEVELOPMENTS IN ITS ABSOLUTE DISCRETION THINKS FIT, SAVE THAT SOLID DEVELOPMENTS WILL GENERALLY ACCEPT THE PURCHASERS SPECIFIC INSTRUCTIONS WHERE PRACTICABLE. HOWEVER, SOLID DEVELOPMENTS SHALL NOT BE OBLIGED TO COMPLY WITH ANY PACKAGING INSTRUCTIONS OR REQUESTS UNLESS SPECIFICALLY ACKNOWLEDGED AND AGREED BY SOLID DEVELOPMENTS IN WRITING IN ADVANCE.

2. FOR GOODS QUOTED OR ORDERED AT EX-WORKS PRICES, THE COST OF DELIVERY AND OF ANY PACKAGING THAT MAY BE NECESSARY, AND OF ANY REQUIRED UNPACKING ON SITE IS EXTRA AND WILL BE CHARGED TO THE CLIENT.

3. THE PREFERRED METHODS OF DELIVERY ARE AS FOLLOWS -

3.1. SMALL LOW VALUE ITEMS - 1ST CLASS OR PARCEL POST FOR WHICH THE MINIMUM CHARGE IS £3.00.

3.2. SMALL HIGH VALUE ITEMS - REGISTERED POST OR SPECIALIST COURIER.

3.3. GENERAL MEDIUM SIZED ITEMS - SOLID DEVELOPMENTS TRANSPORT OR SPECIALIST COURIER.

3.4. GENERAL LARGE ITEMS - SOLID DEVELOPMENTS TRANSPORT OR SPECIALIST TRANSPORT COMPANY.

3.5. DELICATE ITEMS OR WHOLE SYSTEMS - SPECIALIST INSTRUMENT AND COMPUTER TRANSPORT COMPANY USING SPECIAL TRUCKS EQUIPPED WITH SHOCK ABSORBING SUSPENDED INTERIOR FLOORS.

4. GOODS DISPATCHED BY SEA, AIR OR OVERLAND FREIGHT SERVICES WILL BE CONSIDERED FREIGHT AND INSURANCE FORWARD UNLESS OTHERWISE AGREED.

5. SOLID DEVELOPMENTS RESERVES THE RIGHT TO DISPATCH GOODS TO THE CLIENTS NORMAL PLACE OF BUSINESS WHEN, IN THE SOLE OPINION OF SOLID DEVELOPMENTS, TRANSPORTATION TO THE SPECIFIED DELIVERY POINT WOULD NOT BE SECURE OR PRACTICABLE.

6. INSURANCE AGAINST USUAL RISKS OF ITEMS OF EQUIPMENT AT SOLID DEVELOPMENTS OFFICES WILL BE THE RESPONSIBILITY OF SOLID DEVELOPMENTS PROVIDED THAT THE EQUIPMENT HAS BEEN OFFICIALLY ACCEPTED BY AUTHORISED SOLID DEVELOPMENTS PERSONNEL AND ENTERED ON SOLID DEVELOPMENTS RECORDS.

7. GOODS SENT TO SOLID DEVELOPMENTS FOR REPAIR, IN TRANSIT AND DURING LOADING AND UNLOADING ARE THE RESPONSIBILITY OF THE CLIENT.

8. UNLESS OTHERWISE AGREED, IF THE TRANSPORT IS ARRANGED AND PAID FOR BY SOLID DEVELOPMENTS, NEW GOODS SUPPLIED TO THE CLIENT SHALL BE AT SOLID DEVELOPMENTS RISK UNTIL DELIVERED TO THE ENTRANCE TO CLIENTS PREMISES ONLY AND SOLID DEVELOPMENTS SHALL HAVE NO LIABILITY WHATSOEVER (INCLUDING LIABILITY FOR NEGLIGENCE) FOR LOSS OR DAMAGE HOWSOEVER ARISING FROM ANY DELIVERY BEYOND THAT POINT.

9. A COPY OF SOLID DEVELOPMENTS INSURANCE POLICY CAN BE MADE AVAILABLE FOR INSPECTION AT SOLID DEVELOPMENTS OFFICES BY APPOINTMENT.

LOSS OR DAMAGE IN TRANSIT

1. ALL GOODS MUST BE INSPECTED BY THE CLIENT OR REPRESENTATIVE OF THE CLIENT, IMMEDIATELY UPON DELIVERY.

2. CLAIMS FOR LOSS OR DAMAGE IN TRANSIT MUST BE MADE IN WRITING WITHIN 3 DAYS OF DELIVERY.

OFF LOADING/STORAGE ON SITE

1. UNLESS OTHERWISE AGREED THE CLIENT MUST PROVIDE ALL THE NECESSARY FACILITIES AND EQUIPMENT FOR OFF LOADING GOODS DELIVERED TO SITE FROM THE CARRIERS VEHICLE IN A MANNER THAT IS SAFE AND IN LINE WITH PREVAILING WORKING PRACTICE AND THAT WILL NOT DAMAGE THE EQUIPMENT IN ANY MANNER.

2. IT IS THE CLIENTS RESPONSIBILITY TO ENSURE THAT ALL EQUIPMENT DELIVERED TO SITE IS HANDLED AND STORED IN AN ACCEPTABLE MANNER, UNDER COVER, WITHIN A 5 TO 40 DEGREE CENTIGRADE TEMPERATURE RANGE AND NOT SUBJECT IT TO EXPOSURE TO ELECTROMAGNETIC OR ELECTROSTATIC FIELDS OR TO FUMES, FOREIGN MATTER OR MATERIALS OR TO WATER MOISTURE, OILS OR OTHER FLUIDS AND TO PREVENT DAMAGE BY NATURAL ORGANISMS OR ANY OTHER SIMILAR HAZARDS UNTIL THE EQUIPMENT HAS BEEN INSTALLED AND COMMISSIONED WHERE APPLICABLE AND UNTIL TITLE TO THE EQUIPMENT HAS BEEN ACQUIRED BY FULFILMENT OF SOLID DEVELOPMENTS PAYMENT TERMS.

RETENTION OF TITLE/PASSING OF RISK

1. RISK FOR GOODS SHALL PASS TO THE CLIENT UPON THEIR DELIVERY.

2. FOR GOODS THAT ARE THE SUBJECT OF ANY CONTRACT THAT MAY BE OUTSTANDING BETWEEN THE CLIENT AND SOLID DEVELOPMENTS -

2.1. THE TITLE TO THE GOODS SHALL NOT PASS TO THE CLIENT UNTIL PAYMENT FOR ALL SUMS OWING TO SOLID DEVELOPMENTS FOR WHATEVER REASON, HAVE BEEN PAID IN FULL.

2.2. SOLID DEVELOPMENTS OR ITS SERVANTS OR AGENTS SHALL BE ENTITLED TO REPOSSESS THE GOODS AND TO ENTER UPON THE LAND OR BUILDINGS OF THE CLIENT FOR THE PURPOSES OF SUCH REPOSSESSION UNLESS THEY HAVE ALREADY BEEN RESOLD IN WHICH CASE SOLID DEVELOPMENTS SHALL BE ENTITLED TO THE PROCEEDS OF THE RESALE IN THE HANDS OF THE CLIENT OR ANY LIQUIDATOR OR TRUSTEE IN BANKRUPTCY OF THE CLIENT.

2.3. IF THE CLIENT HAS NOT RECEIVED PAYMENT FOR A RESALE OF THE GOODS THE CLIENT SHALL UPON NOTICE IN WRITING FROM SOLID DEVELOPMENTS ASSIGN TO SOLID DEVELOPMENTS ALL ITS RIGHTS AGAINST ITS CUSTOMER IN RESPECT OF THAT RESALE AND NOTIFY ITS CUSTOMER IN WRITING THAT THE PROCEEDS OF THE RESALE SHALL BE PAID TO SOLID DEVELOPMENTS.

2.4. NOT WITHSTANDING SUB-PARAGRAPH 2.1. ABOVE, SOLID DEVELOPMENTS SHALL BE ENTITLED TO DISPOSE OF GOODS SUPPLIED OR REPAIRED UNDER THESE CONDITIONS IN THE COURSE OF ITS BUSINESS FOR THE ACCOUNT OF THE CLIENT AND TO PASS THE GOODS TITLE TO A PURCHASER PROVIDED THAT SAID PURCHASER SHALL BUY OR AGREE TO BUY THE GOODS IN GOOD FAITH FOR VALUABLE CONSIDERATION AND SHALL HAVE NO NOTICE OF THE CLIENTS RIGHTS HEREIN.

2.5. IN THE EVENT OF SUCH DISPOSAL AS DESCRIBED IN SUB-PARAGRAPH 2.4. ABOVE, SOLID DEVELOPMENTS SHALL ACCOUNT IN A FIDUCIARY CAPACITY TO THE CLIENT FOR THE PROCEEDS OF SALE BUT MAY RETAIN FOR ITSELF ANY EXCESS THEREIN, OVER THE COMBINED TOTAL OF, THE CLIENTS INDEBTEDNESS TO SOLID DEVELOPMENTS IN RESPECT OF ANY CONTRACT TOGETHER WITH ANY COSTS INCURRED IN THE PROCESS OF SAID DISPOSAL.

3. FOR CONTRACTS RELATING TO DESIGN AND/OR CONSULTANCY WHERE INTELLECTUAL PROPERTY RIGHTS AND/OR RIGHT OF COPYRIGHT MAY BE IMPLIED TO BELONG TO ANYONE OTHER THAN SOLID DEVELOPMENTS BY THE INCLUSION OF THE NAME OR NAMES OF THE CLIENT OR THE NAME OR NAMES OF THE CLIENTS AGENTS, REPRESENTATIVES OR OWN CLIENTS ADJACENT TO A COPYRIGHT SYMBOL OR BY ANY OTHER METHODS ON DRAWINGS OR ANY OTHER INFORMATION PRODUCED BY SOLID DEVELOPMENTS, SOLID DEVELOPMENTS RETAINS ALL INTELLECTUAL PROPERTY RIGHTS AND SOLE COPYRIGHT OF ALL DESIGNS DRAWINGS AND OTHER INFORMATION ETC. RELATING TO SAID CONTRACT UNTIL PAYMENT FOR SAID CONTRACT IS RECEIVED IN FULL BY SOLID DEVELOPMENTS AND THE REQUISITE WRITTEN CONSENT TO USE THE DESIGNS AND/OR OTHER INFORMATION THAT FORMS THE SUBJECT OF SAID CONTRACT IS GIVEN BY SOLID DEVELOPMENTS. IF SATISFACTORY PAYMENT IS NOT RECEIVED ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHT OF COPYRIGHT REMAIN SOLELY WITH SOLID DEVELOPMENTS AND ANY OTHER IMPLIED OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND/OR RIGHTS OF COPYRIGHT ARE VOID REGARDLESS OF ANY INCLUSION IMPLYING THE CONTRARY WHERESOEVER APPEARING.

CANCELLATION

1. IF THE CLIENT CANCELS AN ORDER BEFORE DELIVERY OF THE GOODS OR SERVICES, THE CLIENT WILL BE REQUIRED TO PAY AS LIQUIDATED DAMAGES A CANCELLATION CHARGE BASED ON THE COSTS INCURRED TO THE DATE WHEN CANCELLATION INSTRUCTIONS WERE RECEIVED BUT WITH A MINIMUM CHARGE OF 10% OF THE TOTAL CONTRACT PRICE.

TERMINATION

1. THE CLIENT WILL BE DEEMED TO BE IN DEFAULT AND SOLID DEVELOPMENTS SHALL HAVE THE RIGHT WITHOUT NOTICE TO SUSPEND PERFORMANCE OF ANY OR ALL CONTRACTS WITHOUT INDEMNITY TO THE CLIENT IN THE EVENT OF THE FOLLOWING -

- 1.1. THE CLIENT FAILS TO CARRY OUT THEIR OBLIGATIONS UNDER ANY CONTRACT OF WHICH THESE TERMS AND CONDITIONS FORM PART.
- 1.2. THE CLIENT CEASES OR THREATENS TO CEASE TO CARRY ON THEIR BUSINESS OR ANY SUBSTANTIAL PART THEREOF.
- 1.3. DISTRESS EXECUTION JUDGMENT OR ANY ORDER OF THE COURT IS LEVIED OR ENFORCED OR EXECUTED UPON OR AGAINST ANY PROPERTY OF THE CLIENT.
- 1.4. A RECEIVER IS APPOINTED OF THE UNDERTAKING OR THE ASSETS OF THE CLIENT.
- 1.5. A RESOLUTION IS PASSED OR PROCEEDINGS ARE COMMENCED FOR THE WINDING UP OF THE CLIENT.
- 1.6. THE CLIENT ENTERS INTO ANY ARRANGEMENT OR COMPOSITION WITH ITS CREDITORS.
- 1.7. IF IT IS SUBSEQUENTLY DISCOVERED OR IF REASONABLE CAUSE TO SUSPECT ARISES THAT THE CONTINUATION OR COMPLETION OF THE CONTRACT WILL CONTRIBUTE IN ANY WAY WHATSOEVER TO THE POLLUTION, DAMAGE OR DESTRUCTION OF WORLD OR LOCAL ENVIRONMENT, FLORA OR FAUNA.

2. NO ORDER WHICH HAS BEEN ACCEPTED BY SOLID DEVELOPMENTS MAY BE ALTERED OR WITHDRAWN BY THE CLIENT WITHOUT THE WRITTEN AGREEMENT OF SOLID DEVELOPMENTS ON TERMS THAT THE CLIENT SHALL INDEMNIFY SOLID DEVELOPMENTS IN FULL AGAINST ALL LOSSES INCLUDING LOSS OF PROFIT, COSTS INCLUDING ALL LABOUR AND MATERIALS USED, DAMAGES, CHARGES AND EXPENSES INCURRED BY SOLID DEVELOPMENTS AS A RESULT OF SUCH ALTERATION OR WITHDRAWAL.

3. THE CLIENT SHALL INDEMNIFY SOLID DEVELOPMENTS AGAINST ALL ADDITIONAL COSTS INCURRED BY SOLID DEVELOPMENTS RESULTING FROM ANY ALTERATION OR WITHDRAWAL OF AN ORDER BY THE CLIENT MADE WITHOUT THE WRITTEN CONSENT OF SOLID DEVELOPMENTS. SUCH ADDITIONAL COSTS SHALL BE PAID FORTHWITH UPON SOLID DEVELOPMENTS DEMAND.

PAYMENT

1. ALL ACCOUNTS ARE PAYABLE ON DEMAND AND ARE STRICTLY NET.

2. IF NO DEMAND IS MADE AND UNLESS OTHERWISE STATED OR AGREED IN WRITING BY SOLID DEVELOPMENTS, FOR STANDARD GOODS AND SERVICES THE FOLLOWING APPLY -

- 2.1. FOR EXISTING ACCOUNT HOLDERS, PAYMENT FOR GOODS AND SERVICES IS DUE IN FULL AT SOLID DEVELOPMENTS OFFICES 14 DAYS FROM DATE OF INVOICE.
- 2.2. FOR CLIENTS THAT DO NOT HOLD AN ACCOUNT, PAYMENT FOR GOODS IS DUE IN FULL AT SOLID DEVELOPMENTS OFFICES OR TO A SOLID DEVELOPMENTS REPRESENTATIVE IN PERSON PRIOR TO DELIVERY OR COLLECTION.
- 2.3. FOR CLIENTS THAT DO NOT HOLD AN ACCOUNT, PAYMENT FOR SERVICES IS DUE IN FULL AT SOLID DEVELOPMENTS OFFICES OR TO A SOLID DEVELOPMENTS REPRESENTATIVE IN PERSON IMMEDIATELY UPON COMPLETION OF THE SAID SERVICES.

3. IF NO DEMAND IS MADE AND UNLESS OTHERWISE STATED OR AGREED IN WRITING BY SOLID DEVELOPMENTS, FOR SPECIALLY ORDERED, MODIFIED OR CUSTOMISED GOODS AND SERVICES THE FOLLOWING APPLY -

- 3.1. PAYMENT FOR GOODS IS DUE AT SOLID DEVELOPMENTS OFFICES AS FOLLOWS - 30% WITH ORDER + 70% WHEN GOODS ARE READY TO BE DELIVERED OR DISPATCHED.
- 3.2. PAYMENT FOR SERVICES IS DUE AT SOLID DEVELOPMENTS OFFICES OR TO A SOLID DEVELOPMENTS REPRESENTATIVE IN PERSON AS FOLLOWS - 30% WITH ORDER + 30% STAGE PAYMENT DUE IMMEDIATELY ON INVOICE DURING THE CARRYING OUT OF THE SAID SERVICES + 30% DUE IMMEDIATELY UPON COMPLETION OF THE SAID SERVICES + 10% DUE 14 DAYS FROM DATE OF COMPLETION OF SERVICES.
4. IT IS THE CLIENTS RESPONSIBILITY TO ENSURE THAT THE METHOD OF CONVEYING THE PAYMENT WILL NOT BREACH SOLID DEVELOPMENTS PAYMENT REQUIREMENTS.
5. IF SOLID DEVELOPMENTS ARE READY TO DELIVER GOODS OR PROVIDE THE SERVICES ON OR AFTER THE ESTIMATED DELIVERY DATE REFERRED TO IN THE CONTRACT AND THE CLIENT DELAYS THE DELIVERY OF THE GOODS OR THE PROVISION OF THE SERVICES FOR ANY REASON, SOLID DEVELOPMENTS MAY PRESENT INVOICES FOR FULL PAYMENT WITHIN 14 DAYS OF THE SAID DATE.
6. IF PAYMENT IS NOT MADE, SOLID DEVELOPMENTS SHALL BE ENTITLED, WITHOUT PREJUDICE TO ANY OTHER RIGHT, TO DAMAGES OR OTHER REMEDY INCLUDING BUT NOT LIMITED TO THE FOLLOWING -

- 6.1. TO WITHHOLD FURTHER DELIVERIES OR PROVISION OF SERVICES UNTIL SAID PAYMENT IS MADE.
- 6.2. TO CANCEL THE CONTRACT IN RESPECT OF THE WHOLE OR ANY PART OF THE GOODS REMAINING UNDELIVERED OR SERVICES TO BE PROVIDED.
- 6.3. TO CHARGE INTEREST ON OVERDUE AMOUNTS AT THE RATE OF 2.5% PER CALENDAR MONTH.
- 6.4. TO RETAIN A GENERAL LIEN ON ALL GOODS OR EQUIPMENT BELONGING TO THE CLIENT, CURRENTLY IN SOLID DEVELOPMENTS POSSESSION, WHETHER OR NOT THEY FORM ANY PART OF THE CONTRACT FOR WHICH PAYMENT HAS NOT BEEN MADE.
7. ANY VARIATIONS IN PAYMENT TERMS MUST BE AGREED IN ADVANCE BY SOLID DEVELOPMENTS IN WRITING.

GUARANTEES

1. NEW EQUIPMENT, IN AN ASSEMBLED FORM, MANUFACTURED OTHER THAN BY SOLID DEVELOPMENTS IS GUARANTEED AS SPECIFIED IN THE MANUFACTURERS WARRANTY, PROVIDED THAT THE EQUIPMENT HAS BEEN USED IN A REASONABLE MANNER AND FOR THE PURPOSES INTENDED .

2. UNLESS OTHERWISE STATED, EQUIPMENT DESIGNED AND OR MANUFACTURED BY SOLID DEVELOPMENTS IS GUARANTEED BY SOLID DEVELOPMENTS FOR NINETY DAYS PROVIDED THAT THE EQUIPMENT HAS BEEN USED IN A REASONABLE MANNER AND FOR THE PURPOSES INTENDED.

3. SECOND-HAND EQUIPMENT IS SOLD AS SEEN BY THE CLIENT UNLESS SPECIFICALLY ADVISED IN WRITING TO THE CONTRARY.

4. IT IS NOT SOLID DEVELOPMENTS POLICY TO OFFER ANY FORM OF GUARANTEE ON SECOND HAND EQUIPMENT OR GOODS REPAIRED BY SOLID DEVELOPMENTS OTHER THAN THAT WHICH MIGHT STILL BE REMAINING FROM THE ORIGINAL MANUFACTURERS WARRANTY.

5. THE GOODS AND SERVICES OFFERED BY SOLID DEVELOPMENTS ARE DESIGNED FOR THE PURPOSES DESCRIBED IN TRADE LITERATURE MADE AVAILABLE AND ARE SUBJECT TO THE LIMITATIONS CONTAINED THEREIN. NO WARRANTY IS GIVEN THAT THEY ARE FIT FOR ANY OTHER PURPOSE UNLESS THE CLIENT GIVES FULL DETAILS IN WRITING OF THAT PURPOSE AND SOLID DEVELOPMENTS EXPRESSLY WARRANTS THE CLIENT THAT THE GOODS AND SERVICES ARE FIT FOR THAT PURPOSE.

6. IN THE CASE OF ANY FAILURE OR WARRANTY CLAIM RELATING TO GOODS, THE CLIENT MUST INFORM SOLID DEVELOPMENTS OF THE SITUATION PRIOR TO ANY RETURN BEING MADE AND ALL SUCH GOODS MUST BE RETURNED CARRIAGE PAID WITH DETAILS OF THE INVOICE COVERING THE PURCHASE AND A DESCRIPTION OF THE PROBLEM.

RETURNS

1. GOODS DELIVERED TO AND ACCEPTED BY THE CLIENT ARE NOT RETURNABLE EXCEPT AS PROVIDED FOR IN THE PREVIOUS PARAGRAPH REFERRING TO GUARANTEES AND NO CREDIT WILL BE GIVEN FOR GOODS RETURNED WITHOUT SOLID DEVELOPMENTS PRIOR WRITTEN CONSENT.

LIABILITIES

1. NO LIABILITY WILL BE ACCEPTED FOR ANY LOSS OR DAMAGE, EXPENSE OR INJURY OF ANY KIND WHATSOEVER, CONSEQUENTIAL OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH ANY INSTALLATION, REPAIR, USE OF OR FAILURE OF GOODS OR DEFECTS IN THEM FROM ANY CAUSE AND WHETHER OR NOT DUE TO THE ADVICE, INFORMATION GIVEN, ACTS OR OMISSIONS OF SOLID DEVELOPMENTS, ITS WORKFORCE, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

2. NO LIABILITY WILL BE ACCEPTED BY SOLID DEVELOPMENTS FOR ANY LOSS OR DAMAGE TO INFORMATION STORED ON MAGNETIC MEDIA HOWSOEVER CAUSED.

3. SOLID DEVELOPMENTS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM DELAY IN COMPLETING ANY SERVICES OR LATE DELIVERY OF COMPLETED GOODS.

4. SOLID DEVELOPMENTS TOTAL LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED FOR ANY BREACH OR BREACHES THE MAXIMUM OF THE PURCHASE PRICE OF THE PRODUCTS OR SERVICE.

5. LOSS TO THE CLIENTS OR THE CLIENTS AUTHORISED AGENTS ARTICLES OF PROPERTY, PARTS OR EQUIPMENT THAT ARE RETAINED IN THE POSSESSION OF SOLID DEVELOPMENTS VEHICLES OR PREMISES ARE AT THE CLIENTS RISK.

6. IT IS A CONDITION OF ANY CONTRACT WITH SOLID DEVELOPMENTS THAT THE CLIENT OR THEIR AUTHORISED AGENT MUST MAINTAIN INSURANCE AGAINST ALL LIABILITY WHICH SOLID DEVELOPMENTS MAY INCUR TO ANY PERSON IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY SOLID DEVELOPMENTS TO THE CLIENT.

7. A COPY OF SOLID DEVELOPMENTS INSURANCE POLICY CAN BE MADE AVAILABLE FOR INSPECTION AT SOLID DEVELOPMENTS OFFICES BY APPOINTMENT.

FORCE MAJEURE

1. IF SOLID DEVELOPMENTS IS HINDERED OR PREVENTED FROM PERFORMING ANY CONTRACT OWING TO ANY CAUSE BEYOND THE REASONABLE CONTROL OF SOLID DEVELOPMENTS OR BY ITS INABILITY TO PROCURE EQUIPMENT, SERVICES, MATERIALS OR ARTICLES REQUIRED FOR THE PERFORMANCE OF THE SAID CONTRACT EXCEPT AT ENHANCED PRICES, SOLID DEVELOPMENTS MAY AT IS SOLE OPTION DELAY THE PERFORMANCE OF, OR CANCEL THE WHOLE OR ANY PART OF THE SAID CONTRACT AND SOLID DEVELOPMENTS SHALL NOT BE HELD RESPONSIBLE FOR SUCH DELAY OR CANCELLATION OR ANY INABILITY TO DELIVER.

LAW

1. UNLESS OTHERWISE AGREED, ANY CONTRACT WITH SOLID DEVELOPMENTS SHALL IN ALL RESPECTS BE CONSTRUED AND OPERATE AS AN ENGLISH CONTRACT AND ALL MATTERS ARISING THEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND SHALL BE SUBJECT TO THE JURISDICTION OF THE ENGLISH COURTS.

2. ANY MATTER IN DISPUTE THAT IS SUBJECT TO QUESTIONS OR ASSESSMENT OF A TECHNICAL NATURE SHOULD BE SUBJECT TO ARBITRATION BY AN APPROPRIATELY QUALIFIED INDEPENDENT BODY.

ENVIRONMENTAL POLICY

1. IT IS THE INTENDED POLICY OF SOLID DEVELOPMENTS TO TRY WHERE POSSIBLE TO IMPROVE THE DEGREE OF ENVIRONMENTAL CARE TAKEN IN ITS WORKINGS AND THE PRODUCTION OF ITS GOODS AND SERVICES OR TO REDRESS THE BALANCE IN WHATEVER MANNER IT SEES FIT.

- 1.1. WHERE AVAILABLE - RECYCLED PRODUCTS WILL BE UTILISED IN THE PRODUCTION OF ALL STATIONARY, LITERATURE AND PACKAGING MATERIALS.
- 1.2. WHERE PRACTICAL - WASTE PRODUCTS FROM THE WORKINGS OF SOLID DEVELOPMENTS WILL BE SENT FOR RECYCLING, INCLUDING PAPER BASED MATERIALS AND METAL WASTE.
- 1.3. WHERE AVAILABLE - CLEANING AGENTS USED BY SOLID DEVELOPMENTS WILL BE OF A BIODEGRADABLE FORMULATION, IF SUITABLE PRODUCTS ARE NOT AVAILABLE SOLID DEVELOPMENTS PREFERENCE WILL BE NOT TO CLEAN.
- 1.4. SOLID DEVELOPMENTS PREFERENCE WILL BE TO PROCURE MATERIALS, PRODUCTS AND SUB-CONTRACT WORK FROM LIKE MINDED ORGANISATIONS.

2.DUE TO THE PRESENT STATE OF THE ART IN ELECTRONIC AND MECHANICAL ENGINEERING, GOODS SUPPLIED BY SOLID DEVELOPMENTS MAY UTILISE OR INCORPORATE COMPONENTS THAT UTILISE SUBSTANCES THAT ARE POTENTIALLY DAMAGING TO THE WORLD OR LOCAL ENVIRONMENT, FLORA OR FAUNA AND WITH MISUSE OR MISAPPLICATION COULD BE HAZARDOUS TO HEALTH.

2.1.SOLID DEVELOPMENTS REQUIRES THAT THE CLIENT TAKES FULL RESPONSIBILITY FOR THE PROPER USE OF THESE ITEMS AND FURTHER, THAT UPON THEIR FAILURE OR UPON THEIR REACHING THE END OF THEIR USEFUL LIFE, THESE COMPONENTS ARE DISPOSED OF IN A FIT AND PROPER MANNER USING GUIDELINES GIVEN BY EITHER THE MANUFACTURERS OF SAID SUBSTANCES OR COMPONENTS, AN INDEPENDENT ENVIRONMENTAL CONSULTANT, U.K. GOVERNMENT LEGISLATION & LAW OR INDEED THEIR OWN OFFICIAL ENVIRONMENTAL POLICY, WHICHEVER OF THE PRECEDING SOURCES DICTATES THE MOST STRINGENT REQUIREMENTS AND AT ALL TIMES CAUSES THE MINIMUM OF POLLUTION OR DAMAGE TO THE ENVIRONMENT.

2.2.IF THE CLIENT IS UNABLE TO COMPLY DIRECTLY WITH THAT REQUIRED BY SUB-PARAGRAPH 2.1. ABOVE, THE CLIENT IS REQUIRED TO RETURN THE SAID COMPONENTS (IN SUITABLE PACKAGING, SUITABLY LABELLED) TO SOLID DEVELOPMENTS FOR DISPOSAL. SOLID DEVELOPMENTS RESERVES THE RIGHT TO CHARGE THE CLIENT AN APPROPRIATE FEE FOR THIS SERVICE.

3.THE NATURE OF SOME OF THE PRODUCTS OFFERED BY SOLID DEVELOPMENTS DICTATES THAT THEY PRODUCE OR ARE ABLE TO PRODUCE POTENTIALLY LETHAL VOLTAGES AND ELECTROMAGNETIC AND ELECTROSTATIC FIELDS.

3.1.SOLID DEVELOPMENTS REQUIRES THAT THE CLIENT TAKES FULL RESPONSIBILITY FOR THEIR UTILISATION, OPERATION AND MAINTENANCE IN A SAFE AND PROPER MANNER AS MISUSE OR MISAPPLICATION COULD BE HAZARDOUS TO HEALTH.

HEADINGS

1.THE HEADINGS TO THESE TERMS AND CONDITIONS ARE FOR GUIDANCE ONLY AND SHALL NOT BE USED IN ANY WAY IN THE INTERPRETATION OF THEIR MEANINGS.