

**TERMS AND CONDITIONS FOR THE SALE OF TRAFFIC LIGHT SYSTEMS AND RELATED PARTS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Conditions the following definitions apply:

<b>"Business Day"</b>	means a day other than a Saturday, Sunday or bank or other public holiday in England;
<b>"Conditions"</b>	means the Supplier's terms and conditions of sale set out in this document;
<b>"Confidential Information"</b>	means any commercial, financial or technical information, information relating to the Goods, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
<b>"Contract"</b>	means the agreement between the Supplier and the Customer for the sale and purchase of the Goods incorporating these Conditions and the Quotation;
<b>"Credit"</b>	has the meaning given in clause 5.1;
<b>"Customer"</b>	means the person who purchases the Goods from the Supplier and whose details are set out in the Quotation;
<b>"Force Majeure"</b>	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
<b>"Goods"</b>	means the traffic light systems and related accessories, spare parts and documentation and other physical material set out in the Quotation and to be supplied by the Supplier to the Customer in accordance with these Conditions;
<b>"Location"</b>	means the address(es) for delivery of the Goods as set out in the Quotation;
<b>"Month"</b>	means a calendar month;
<b>"Price"</b>	has the meaning given in clause 4.1;
<b>"Quotation"</b>	means the quotation for the Goods from the Supplier placed by the Customer to which these Conditions apply and may be appended;
<b>"Specification"</b>	means the description or specification of the Goods and their packaging set out or referred to in the Quotation;
<b>"Supplier"</b>	means SRL Traffic Systems Limited (company number 03466427) whose registered office is at The Light House, Brooks Lane, Middlewich, England, CW10 0JG;
<b>"VAT"</b>	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and

**"Warranty Period"** means the number of Months from delivery, as set out in the Quotation, that the Supplier provides the warranties set out in clause 8.1 in respect of each of the Goods.

- 1.2 In these Conditions, unless the context requires otherwise:
- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
  - 1.2.2 a reference to a party includes that party's personal representatives, successors and permitted assigns;
  - 1.2.3 a reference to a "person" includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 1.2.4 a reference to a "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;
  - 1.2.5 words in the singular include the plural and vice versa, and reference to a gender includes the other gender;
  - 1.2.6 "including" means "including without limitation" and cognate expressions shall be construed accordingly; and
  - 1.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract.

## 2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply of goods.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to a Quotation or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 2.4 Each Quotation by the Supplier shall be an invitation to treat relating to the purchase of Goods by the Customer subject to these Conditions. A Quotation is not an offer to sell the Goods and is incapable of being accepted by the Customer. Any such quotations, promotional material, or otherwise is subject to availability at the time requested by the Customer.
- 2.5 A Quotation shall remain in effect and capable of being approved by the Customer unless withdrawn or amended by the Supplier. The Customer's approval of a Quotation shall constitute an offer by the Customer to contract on the terms of the Quotation, which offer shall only be binding on the Supplier once the Supplier confirms the same in accordance with clause 2.7 following the Supplier's approval of the Quotation.
- 2.6 A Quotation may be withdrawn or amended by the Supplier at any time before such confirmation by the Supplier. If the Supplier is unable to accept a Quotation that the Customer has approved, it shall notify the Customer as soon as reasonably practicable.

- 2.7 The Supplier may accept or reject a Quotation at its discretion. A Quotation shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:
- 2.7.1 the Supplier's written acceptance of the Quotation; or
  - 2.7.2 the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).
- 2.8 Rejection by the Supplier of a Quotation, including any communication that may accompany such rejection, shall not constitute a counter offer capable of acceptance by the Customer.
- 2.9 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.

### 3. **CONSTRUCTION**

- 3.1 The parties acknowledge and agree that this Contract falls outside the scope of any specific construction requirements or obligations including Housing Grants, Construction and Regeneration Act 1996.

### 4. **PRICE AND PAYMENT**

- 4.1 The price for the Goods shall be as set out in the Quotation or, in default of such provisions, shall be calculated by the Supplier in accordance with the Supplier's price list in force from time to time ("**Price**").
- 4.2 The Price is exclusive of: packaging, delivery, and commissioning fees and import and export tariffs as set out in this Contract, each to the extent applicable and which shall be charged in addition at the Supplier's standard rates from time to time.
- 4.3 The Price and other amounts due under this Contract are exclusive of VAT and any other taxes and duties, which the Customer shall pay to the Supplier on receipt of a valid invoice.
- 4.4 The Supplier shall invoice the Customer for the Goods on order and the Customer shall pay all invoices in full without deduction or set-off, in cleared funds prior to delivery of the Goods to the bank account nominated by the Supplier.
- 4.5 The Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Goods which is due to any factor beyond the control of the Supplier at any time prior to delivery or collection (as applicable) in accordance with clause 6.1.
- 4.6 Where sums due under these Conditions are not paid in full by the due date:
- 4.6.1 the Supplier may, without limiting its other rights, charge interest on such sums at eight percent (8%) a year above the base rate of Barclays Bank Plc from time to time in force; and
  - 4.6.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

### 5. **TRADE INS**

- 5.1 The Supplier may, at its sole discretion, accept equipment from the Customer as a trade in. In such circumstances the parties shall agree a value for such equipment and in exchange for receipt of credit with the Supplier to the value agreed ("**Credit**"), the Customer shall give to the Supplier the equipment in question.

5.2 The Customer may use any Credit to pay the Supplier for Goods under these Conditions. Where the value of the Credit exceeds the Price of any Goods purchased by the Customer under this Contract, the Supplier will apply the Credit to the Customer's account for any future purchases and/or hires. For the avoidance of doubt, the Customer shall not be entitled to a cash payment in respect of any Credit balance with the Supplier.

## 6. DELIVERY

6.1 An Order Form shall specify whether the Goods are to be:

6.1.1 delivered by the Supplier, or by a carrier appointed by the Supplier, to the Location on the date(s) specified in the Order Form; or

6.1.2 made available for collection by the Customer at the Supplier's, or carrier's, premises set out in the Order Form (as the case may be). The Customer shall collect the Goods within the period specified in the Order Form.

6.2 The Goods shall be deemed delivered if delivered by the Supplier or carrier under clause 6.1.1, on arrival of the Goods at the Location, or if delivered by a carrier under clause 6.1.1, on delivery of the Goods by the Supplier to the carrier, or if collected by the Customer under clause 6.1.2, when the Supplier makes the Goods available for collection at the Supplier's, or carrier's, premises (as the case may be).

6.3 The Customer shall not be entitled to reject any delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied provided the volumes are within the tolerances (if any) set out in the Order Form.

6.4 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.5 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavours to meet delivery dates but such dates are approximate only.

6.6 The Supplier shall not be liable for any delay in or failure of delivery caused by:

6.6.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location as required for delivery, or (iii) provide the Supplier with adequate instructions for delivery;

6.6.2 the Customer's failure to collect the Goods from the Supplier's premises; or

6.6.3 Force Majeure.

6.7 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.

6.8 If ten (10) Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods.

## 7. TITLE AND RISK

7.1 Risk in the Goods shall pass to the Customer on delivery or collection by the Customer as applicable.

7.2 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 hold the Goods as bailee for the Supplier;
  - 7.3.2 store the Goods separately from all other material in the Customer's possession;
  - 7.3.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
  - 7.3.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;
  - 7.3.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;
  - 7.3.6 not remove or alter any mark on or packaging of the Goods;
  - 7.3.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clause 13.1.3; and
  - 7.3.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 7.4 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clause 13.1.3, the Supplier may:
- 7.4.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and
  - 7.4.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
8. **WARRANTY**
- 8.1 The Supplier warrants that each of the Goods shall, for its respective Warranty Period:
- 8.1.1 conform in all material respects to the Quotation and the Specification;
  - 8.1.2 be free from material defects in design, material and workmanship; and
  - 8.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 8.2 The Customer warrants that it has provided the Supplier in writing with all relevant, full and accurate information as to the Customer's business and needs.
- 8.3 The Supplier shall, at its option, repair, replace, or refund the Price of any of the Goods that do not comply with clause 8.1, provided that the Customer:
- 8.3.1 serves a written notice on Supplier:
    - (a) during the Warranty Period in the case of defects discoverable by a physical inspection; or
    - (b) in the case of latent defects, within one (1) Month from the date on which the Customer became aware (or should reasonably have become aware) of the defect;

- 8.3.2 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;
  - 8.3.3 gives the Supplier a reasonable opportunity to examine the defective Goods; and
  - 8.3.4 returns the defective Goods to the Supplier at the Customer's expense.
- 8.4 The provisions of these Conditions, including the warranties set out in clause 8.1, shall apply to any of the Goods that are repaired or replaced with effect from the date of delivery of the repaired or replaced Goods.
- 8.5 The Supplier shall not be liable for any failure of the Goods to comply with clause 8.1:
- 8.5.1 where such failure arises by reason of wear and tear, wilful damage, negligence or could be expected to arise in the normal course of use of the Goods;
  - 8.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;
  - 8.5.3 to the extent caused by the Supplier following any specification or requirement of the Customer in relation to the Goods;
  - 8.5.4 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or
  - 8.5.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 8.1.
- 8.6 Where the Supplier (or any of its representatives) attends the Location, the Supplier shall use reasonable endeavours to comply with health and safety legislation and health and safety procedures of the Customer to the extent the same are notified to the Supplier in advance of such attendance and the Supplier shall use reasonable endeavours to ensure that all of its personnel, subcontractors, and others associated with it involved in carrying out the Supplier's obligations under this Contract shall comply with such legislation and procedures.
- 8.7 Except as set out in this clause 8:
- 8.7.1 the Supplier gives no warranties and makes no representations in relation to the Goods; and
  - 8.7.2 shall have no liability for their failure to comply with the warranty in clause 8.1
- and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## 9. **INDEMNITY AND INSURANCE**

- 9.1 The Customer shall indemnify the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.
- 9.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## 10. **LIMITATION OF LIABILITY**

10.1 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

10.1.1 death or personal injury caused by negligence;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any other losses which cannot be excluded or limited by applicable law.

10.2 Subject to clauses 10.1, the Supplier shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of contract; loss of opportunity, revenue, or business; harm to reputation or loss of goodwill; or indirect, consequential or special losses.

10.3 Subject to clause 10.1, the Supplier's total liability regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation shall not exceed the sum of one hundred percent (100%) of the Price of the Goods as set out in the Order Form.

## 11. **CONFIDENTIALITY AND ANNOUNCEMENTS**

11.1 The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

11.1.1 any information which was in the public domain at the date of the Contract;

11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

11.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or

11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

11.2 This clause 11 shall remain in force indefinitely, notwithstanding the termination of this Contract for any reason.

## 12. **FORCE MAJEURE**

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from a Force Majeure event. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than thirty (30) days, either party may terminate the Contract by written notice to the other party.

## 13. **TERMINATION**

13.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

13.1.1 if the Customer is in material breach of any of its obligations under the Contract and fails to remedy that breach (if capable of remedy) within thirty (30) days after receiving written notice of the breach; or

- 13.1.2 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid thirty (30) days after the date that the Supplier has given notification to the Customer that the payment is overdue; or
- 13.1.3 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Customer or if the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Customer) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Customer or if the Customer ceases or threatens to cease to carry on business.
- 13.2 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 13, it shall immediately notify the Supplier in writing.
- 13.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.
14. **NOTICES**
- 14.1 Any notice given by a party under this Contract shall be in writing, be signed by, or on behalf of, the party giving it and be sent to the relevant party at the address set out in the Contract or such other address as notified to the other party from time to time.
- 14.2 Notices may be given, and are deemed received: by hand on receipt of a signature at the time of delivery; by Royal Mail Recorded Signed For post at 9.00am on the second (2nd) Business Day after posting; by Royal Mail International Tracked & Signed post at 9.00 am on the fourth (4th) Business Day after posting; and by email on receipt of a read receipt email from the correct address.
15. **GENERAL**
- 15.1 The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
- 15.2 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 15.3 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 15.4 Nothing in these Conditions purports to limit or exclude any liability for fraud.
- 15.5 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, the Supplier.
- 15.6 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.



- 15.7 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
- 15.8 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 15.9 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 15.10 The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 15.11 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or otherwise unenforceable, that provision(s) shall be deemed severed from the Contract. The legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 15.12 No failure, delay or omission by the Supplier in exercising any right, power, or remedy provided by law under the Contract shall operate as a waiver of that right, power, or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 15.13 The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it including in respect of anti-bribery, modern slavery, data protection, and the facilitation of tax evasion and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 15.14 If there is a conflict between the terms contained in the Conditions and the terms of the Quotation, schedules, appendices or annexes to the Contract, the provisions of the Conditions will prevail.
- 15.15 The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature, and performance of the Contract (and any documents referred to in it).
- 15.16 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

16. **GOVERNING LAW AND JURISDICTION**

- 16.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).