

STANDARD TERMS AND CONDITIONS OF SALE
SUPPLY ONLY CONTRACTS

1. Price

- (a) All prices are nett and are exclusive of VAT.
- (b) For approved Credit Account holders payment for all goods and services is to be made 28 days after the invoice date, otherwise payment is required prior to delivery.
- (c) Our Offer is open for acceptance for 28 days and is subject to receipt of an acceptable format of Order/Contract/Subcontract, satisfactory credit references and availability of resource/material at the time the work is due to take place.
- (d) Our offer is prepared on the basis of the information supplied for which Phi Group will not assume any responsibility.

2. Orders

- (a) Phi Group will be under no liability for any order received until the order has been accepted by Phi Group in writing or by its action.
- (b) Orders will be accepted only on the basis of the terms and conditions herein unless varied by written agreement between the parties.
- (c) Phi Group reserve the right to charge a 15% administration charge on cancelled orders.

3. Delivery

- (a) Delivery shall be made as soon as practicable or in accordance with any agreement. Phi Group will accept no liability for late or delayed deliveries.
- (b) Delivery costs are based on delivery by 40' articulated curtain sided vehicles, unless otherwise agreed in writing.
- (c) Risk in the goods will pass to the purchaser on delivery.
- (d) If the goods are offered for delivery by Phi Group and the purchaser is not available or unable to take them for any reason then Phi Group will have the right to charge the customers for any abortive delivery costs and any other costs incurred by it (e.g. restocking).
- (e) Offloading of goods from the transport on delivery is the responsibility of the purchaser unless otherwise agreed by Phi Group.

4. Title

- (a) Notwithstanding delivery to the purchaser, legal title to the goods will remain with Phi Group until full payment has been properly received for them by Phi Group.
- (b) In the event that the purchaser does not pay the agreed price for the goods for any reason whatsoever then Phi Group will have the right to repossess the goods or demand their safe and immediate return.

5. Claims/Liability

- (a) The purchaser shall be deemed to have accepted the goods in full as per the invoice on delivery unless it notifies Phi Group immediately of any damage/shortfall.
- (b) Phi Group shall have no liability whatsoever for any damage or losses caused by the incorrect or improper use of any of its products.
- (c) Notwithstanding any conditions which may appear in any Purchase Order/Contract and the like arising from this Offer our total liability for losses, damages or costs of any kind shall be limited to value of the material Purchase Order/Contract value unless we have offered a design service - refer to item 6.
- (d) Unless expressly stated within our offer we have not included for either the cost or the obligation of any warranty or bond to the Client or any third party.

6. Design

Where Phi Group has expressly stated that the design has been carried out by Phi Group, the following will apply:

- (a) Our offer is based on our interpretation of the information provided with your enquiry together with our assessment of your requirements. This design is based upon the engineering parameters outlined in our offer. Before installation the Client's Engineer will need to confirm that they are a representative reflection of the expected site conditions.
- (b) Phi will carry out the design of the structure to the current British Standards based solely on the information provided by the Client under the Contract. This information will include the plan, layout, elevations, geometry, applied external loads, existing and proposed ground levels.
- (c) Our designs are limited to the internal design of the retaining structure including the consideration of overturning, sliding and bearing failure modes. Design information will be supplied to you for incorporation into an overall slope design which is to be the responsibility of you, or a suitably qualified Geotechnical Engineer.
- (d) Notwithstanding any conditions which may appear in any Purchase Order/Contract and the like arising from this Offer our total liability for losses, damages or costs of any kind shall be limited to five times the Order/Contract/Subcontract value or £250,000 whichever the lower is.

7. Law

The interpretation and applications of this contract shall be in accordance with English law.

Phi Group is a trading division of Keller Limited registered office Oxford Road, Ryton-on-Dunsmore, Coventry, CV8 3EG.