

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF THIRD PARTY TESTING, INSPECTION, CERTIFICATION, REPAIR, MAINTENANCE, CALIBRATION & INSTALLATION SERVICES.

I. DEFINITIONS AND BASIS OF CONTRACT

1.1 In these conditions the following words have the following meanings:

"the Company" means the GAP Group Limited a company incorporated in England having Company Number 00198823 and registered office address at Blenheim Place, Dunston Industrial Estate, Gateshead, Tyne And Wear NE11 9HF who will provide the Services.

"Commissioning Services" means the services of commissioning Equipment or Goods.

"Contract" means a contract for the provision of the Services or Sale of Goods, which will incorporate these Terms and Conditions and any written agreement between the parties or other document issued by the Company or, failing any such document, any other agreement between the parties.

"Customer" means the company or business for whom the Company will provide the Services.

"Equipment" means the machinery and any associated items (including wiring) which are the subject of the Contract and includes (where appropriate) all replacements thereof and additions thereto.

"Goods" means any goods supplied by the Company.

"Inspection" is the thorough examination of equipment in accordance with the relevant regulations.

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

"Normal Working Hours" means 8am to 5pm Monday to Friday inclusive (local, national and Bank Holidays observed by the relevant depot of the Company excepted).

"Premises" means the location as defined in the Quotation.

"Quotation" means the quotation provided by the Company detailing the specification of work to be completed.

"Repair" means the Repair and/or Maintenance of equipment detailed in the Quotation.

"Spare Parts" means all parts, subassemblies and ancillary or related components of the Equipment supplied and installed in the Equipment by the Company pursuant to the provision of the Services.

"Testing" means the testing Equipment including, but not limited to, function test, Safe Working Load/Working Load Limit test or proof load test.

"Testing for Inclusion in a Technical File" means the thorough examination and testing of Equipment that has been designed by a third party, does not have a covering EC Declaration of Conformity and is not CE marked.

"User Routine Maintenance" means maintenance which the operating instructions for the Equipment advise the user thereof to carry out as a matter of routine on a regular basis and maintenance which would customarily be carried out by the user of the Equipment as part of the routine operation of the Equipment.

1.2 These conditions shall be incorporated in all Contracts and shall be the sole conditions under which the provision of the Services takes place. All other terms, conditions and other representations are excluded from the Contracts between the Company and the Customer including any terms and conditions which the Customer may purport to apply under any Contract and these terms and conditions shall prevail.

1.3 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed in writing.

2. TERM

2.1 If the Contract has a fixed duration, subject to earlier termination in accordance with these terms, neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by agreement.

2.2 If the Contract does not have a fixed duration, subject to earlier termination in accordance with these terms, the Contract shall continue in force until the

parties agree otherwise or until one month's written notice of termination is given by one party to the other.

3. PROVISION OF SERVICES

3.1 The Company agrees, to provide the Services as set out in the Quotation, either on a "one off" basis or on an ongoing basis, as the parties shall agree.

3.2 For the avoidance of doubt, unless specified in the Quotation, the Services do not include:

3.2.1 User Routine Maintenance;

3.2.2 Work other than to the Equipment;

3.2.3 Repair of damage to, or replacement of parts of, the Equipment, caused by accident or misuse, or by the neglect, act or default of the Customer or any other user of the Equipment (including, without limitation, because of failure to undertake User Routine Maintenance) or by any factor external to the Equipment (including, without limitation, defective consumable items, or the failure of, or defects in, equipment which is not part of the Equipment);

3.2.4 painting or refinishing the Equipment or furnishing supplies for such purposes, or making specification changes or performing services connected with relocation of the Equipment or any part thereof; or providing, adding or removing accessories, attachments, consumable items or other devices; and

3.2.5 such services as it may be impractical for the Company to render because of alterations to the Equipment other than alterations carried out by the Company.

3.3 The Services shall be carried out subject to any exclusions or qualifications contained in the Quotation.

3.4 The Services will be provided by the Company during Normal Working Hours and subject to reasonable prior notice by the Company to the Customer.

3.5 The Company shall be under no obligation to provide any part of the Services outside Normal Working Hours but, if the Company agrees with the Customer to do this, the Customer shall pay to the Company, as an additional element of the Charges, the Company's then current standard extra "outside hours" charges as notified by or available from the Company from time to time.

3.6 The Customer will be charged for all Spare Parts supplied and installed in the Equipment as part of the provision of the Repair Services (and where notified to the Customer in advance any labour costs), but these shall be supplied and installed by the Company. For the avoidance of doubt, the Company shall be responsible for the provision of reasonable consumables used in providing the Services.

3.7 The Company warrants that it has good title to all Spare Parts supplied and installed. Property in all parts and sub-assemblies of the Equipment replaced by such Spare Parts shall be vested in the Company upon their removal from the Equipment.

3.8 If the Company, acting reasonably, require to carry out any part of the Repair by the removal of the Equipment or any part thereof from the Premises, and the Customer refuses to permit this, then the Company will be entitled to recover any additional costs incurred thereby, and the Company shall incur no Liability for any resultant delay or failure in providing the relevant Repair and Maintenance Service.

3.9 If following commencement of the Services, the Company becomes aware of additional work being necessary in order to complete the Services or is unable to complete the work in the anticipated timescale due to unforeseen circumstances or the Customer's breach of the Contract, the Company shall be entitled to raise additional Charges for the carrying out of such additional works (or to suspend work pending the Customer's carrying out of such additional works) and will be entitled to additional time to complete the Services to take account of the unforeseen circumstances.

3.10 The Company shall only be obliged to perform the Services in relation to the Equipment detailed in the Contract

3.11 In providing the Services, the Company shall not be required or asked by the Customer to do anything that may put it in breach of any relevant law.

4. SALE OF GOODS

4.1 Where the Contract relates to the sale of Goods or the provision of Service includes the supply of Goods, the provisions of this Clause 4 shall apply.

4.2 Risk in the Goods will pass to the Customer immediately when the Equipment leaves the Company's physical possession or control.

4.3 Ownership of any Goods remains with the Company until all monies payable by Customer (or any of its Associated Companies) under the Contract or any other contract between the Company (or any of its Associated Companies) and the Customer (or any of its Associated Companies) have been paid in full and cleared funds.

4.4 If any of the events set out in Section 11.1 below occurs in relation to the Customer then the Company may enter, without prior notice, any of the Customer's premises (or premises of third parties with their consent) where the Goods may be and repossess any Goods.

4.5 Any repossession of the Goods shall not affect the Company's right to recover from the Customer (or any of its Associated Companies) any monies due under the Contract or any other contract between the Customer (or any of its Associated Companies) and the Company (or any of its Associated Companies) and/or any damages in respect of any breach which occurred prior to repossession of the Goods.

5. CUSTOMER OBLIGATIONS

5.1 Unless otherwise specified in the Quotation, the Customer shall provide the Company with safe access to the Equipment (including providing scaffolding etc.) and provide any help or information that the Company may reasonably require in providing the Services.

5.2 The Customer shall provide such assistance or comply with such obligations as may be set out in the Quotation. Where Testing for Inclusion in a Technical File is occurring, the customer will provide clear instructions and test specification to the Company which will be annexed in the test results. No advice in relation to this specification and their suitability or otherwise for the Equipment's Technical File will be provided to the Customer by the Company. The documentation issued on completion will be a Report of Test for inclusion in the Customer's technical file. It shall then be at the absolute discretion of the Customer as to whether the item then enters service in accordance with the Supply of Machinery (Safety Regulations) 2008 and any relevant subsequent regulations.

5.3 The Customer shall be responsible for cleaning, providing free and unrestricted access and preparing the Equipment prior to the Company providing the Services. The Company reserves the right to levy additional charges in the event of failure by the Customer to comply with this obligation.

5.4 Should the Company's engineer consider the site where the Services are to be provided, the Equipment or any related or adjacent equipment to be worked on to be in an unsafe condition or position then the Company reserves the right to request the owner or user to render every possible assistance to make the site, the Equipment and/or equipment safe to work on in accordance with all applicable health and safety legislation and guidance. Failure to render the said assistance will entitle the Company to terminate the Contract or suspend provision of the Services without any Liability to the Company. In such circumstances the Company shall be entitled to recover any costs and charges in accordance with Clause 8.

5.5 The Customer specifically acknowledges and agrees that where an examination or Testing Inspection and Certification is to be carried out in accordance with any statutory regulations it is the Customers legal obligation to ensure that any examination is carried out with the prescribed inspection interval. Should our Inspection reveal defects affecting the safety of the Equipment it will be the Customer's responsibility to take appropriate action in relation to such item, notwithstanding that, in the event of a defect in the lifting Equipment involving an existing or imminent risk of serious personal injury, the Company will take steps to report it as soon as is practicable to the relevant enforcing authority.

9. ENVIRONMENTAL

You are responsible for all environmental consequences and environmental impact caused as a result of your use of the Equipment, however so occurring and including but not being limited to any leaks or emissions stemming from the Equipment. You will keep us indemnified from any claims made against us by third parties relating to environmental contamination or emissions or any other environmental issue caused by the Equipment during your period of hire.

7. WARRANTY

7.1 The Company warrants that the Services shall be provided with reasonable skill and care and that Goods supplied shall be free from material defects and fit for the purpose for which such Goods are normally supplied. For the avoidance of doubt no warranty is provided in relation to the Equipment being tested.

7.2 The Company undertakes for a period of 30 days from the date of provision of the Repair Services (or in the case of sale of Goods any period of warranty contained in the Quotation) to supply free of charge any labour and/or parts required to correct any fault which may occur which has been caused by the supply by the Company of defective workmanship or materials in the course of such supply.

7.3 In the event of a service request being made within the warranty period specified in Clause 7.2, the Company reserves the right to invoice in full any costs incurred should the Repair not be considered by the Company acting reasonably to fall within the Company's warranty.

8. CHARGES

8.1 The Customer shall pay to the Company the charges specified in the Quotation ("the Charges") which shall be invoiced as soon as the Service has been completed, unless otherwise specified in the Quotation.

8.2 The Company reserves the right to vary the Charges by giving the Customer not less than thirty (30) days prior written notice.

8.3 The Company shall be entitled to charge waiting time where the Customer fails to provide sufficient access to the site or where the Company is delayed from performing the Services due to other contractors of the Customer requiring access to the site prior to the Company.

8.4 The Company shall be entitled to charge additional Charges in circumstances specified in the Quotation.

8.5 The Company shall issue to the Customer invoices in respect of sums payable by the Customer to the Company hereunder, on or in advance of the date upon which the relevant sum becomes due. Each such invoice shall be paid for in GBP Sterling on the date as stated on the invoice or, if none is stated, then not later than the last working day of the month which follows the date of the invoice (and this shall be the final date for payment).

8.6 The Customer must notify the Company in writing within 5 days of the date of any invoice of any issues with the invoice.

8.7 If any amount due to the Company hereunder remains unpaid after the date on which it is payable pursuant to Clause 8.5, the Company shall be entitled to charge interest on such sum at a rate of 5% per annum above the base rate of the Bank of England from that date until the date of actual payment, and to withhold any or all of the services to be provided by the Company hereunder until such time as payment of the said sum and of the interest thereon is received by the Company (and the Company shall have no Liability to the Customer in relation to such suspension (including any Equipment passing its date on which a statutory inspection is required)).

8.8 All Charges exclude Value Added Tax. The Customer shall pay to the Company (subject to the issue of the relevant Value Added Tax Invoice) the amount of Value Added Tax for which the Company will be accountable to HM Customs & Excise in respect of the Charges.

8.9 Prompt payment under a Contract shall be of the essence. Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.

8.10 The Customer shall pay all sums due to the Company under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

8.11 The Company may set a reasonable credit limit for the Customer. The Company reserve the right to terminate or suspend the Contract if allowing it to continue would result in the Customer exceeding its credit limit or the Customer has already exceeded the credit limit.

8.12 Cancellation charges shall be levied based on the following timescales:

(a) orders cancelled within 7 working days of the scheduled commencement of works – 25% of the estimated labour charge plus any additional costs incurred.

(b) orders cancelled within 48 hours of the scheduled commencement of works – 50% of the estimated labour charge plus additional costs incurred.

(c) orders cancelled within 24 hours of the scheduled commencement of works – 75% of the estimated labour charge plus additional costs incurred.

9. FORCE MAJEURE

9.1 Neither party to the Contract shall be under any Liability for any failure to perform any of their respective obligations as a result of Force Majeure, other than any obligation of the Customer to make any payment hereunder. Following notification by the one party to the other of Force Majeure, the affected party shall be allowed a reasonable extension of time for the performance of its obligations.

9.2 For the purposes of this Clause, "Force Majeure" means fire, explosion, flood, adverse weather conditions, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage, strike or similar labour dispute, traffic delays or other events or circumstances outside the reasonable control of the affected party.

10. LIMITS OF OUR LIABILITY

10.1 We will not be liable for any delays caused by any circumstances beyond our reasonable control.

10.2 We will not be liable for any indirect consequential or special loss, loss of business, profits, goodwill, contracts, revenues, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it, even if you have advised us of the possibility of such loss or damage.

10.3 Nothing in these terms and conditions shall exclude us from Liability for death or personal injury caused by our negligence, fraudulent misrepresentation or any other type of Liability which cannot be excluded or limited by operation of law.

10.4 Our total Liability to you under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Charges or the sum of £1,000, whichever is the higher, under that Contract. To the extent that any of our Liability to you would be met by our insurance then our Liability shall be extended to the extent that such Liability is met by such insurance

10.5 You will indemnify us against any and every expense, Liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever incidental to the Contract.

10.6 This clause will survive termination or expiry of these terms and conditions.

11. TERMINATION

11.1 If the Customer:

11.1.1 fails to make any payment to the Company when due; or

11.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

11.1.3 persistently breaches the terms of the Contract;

11.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

11.1.5 ceases or threatens to cease to carry on business;

11.1.6 being an individual or partnership, has a bankruptcy petition presented against it or compounds

with or comes to an arrangement with its creditors, enters into an individual voluntary arrangement or suffers any similar action in any jurisdiction;

11.1.7 being a company, enters into voluntary or compulsory liquidation, has an administrator or administrative receiver appointed over all or any of its assets, or compounds with or comes to an arrangement with its creditors or enters into a company voluntary arrangement, any attachment order is made against it, any distress, execution or other legal process is levied on any of its property or it suffers any similar action in any jurisdiction;

11.1.8 has circumstances in which the Company reasonably believes that any of the events mentioned in Sections 11.1.6 or 11.1.7 above is about to occur and the Company notifies it of this belief;

11.1.9 appears reasonably to the Company due to its credit rating, to be financially inadequate to meet its obligations under the Contract;

11.1.10 appear reasonably to the Company to be about to suffer any of the above events; then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 10.2 below.

11.2 If any of the events set out in Section 11.1 above occurs in relation to the Customer then:-

11.2.1 the Company may withhold the performance of any Services and cease any Services in progress (or suspend the provision of Goods) under this and/or any other Contract between the Customer (or any of its Associated Companies) and the Company (or any of its Associated Companies);

11.2.2 the Company may immediately cancel, terminate and/or suspend without Liability to the Customer, the Contract and/or any other contract between the Customer (or any of its Associated Companies) and the Company (or any of its Associated Companies);

11.2.3 any credit period in relation to payment of the Charges shall be accelerated and all sums, all monies owed by the Customer (or any of its Associated Companies) to the Company (or any of its Associated Companies) under this Contract or any other Contract between the Customer (or any of its Associated Companies) and the Company (or any of its Associated Companies) shall immediately become due and payable.

11.3 Upon termination of the Contract the Customer shall immediately:

11.3.1 at its expense, return any equipment belonging to the Company to the Company or make such equipment available for the Company to collect; and

11.3.2 pay to the Company (or any of its Associated Companies), in full and cleared funds, all outstanding Charges and/or any other sums payable under the Contract or any other contract the Customer (or any of its Associated Companies) and the Company (or any of its Associated Companies).

11.4 In the event that the Contract is terminated pursuant to Clause 11.2, the Company shall be entitled to retain the whole of the Charges paid by the Customer in respect of any period for which the Repair and Maintenance Service has been provided, whether or not that period is at an end.

12. NOTICES

12.1 Any notices to be given by either party hereunder may be given:

12.1.1 by delivery to the other party's last known address; or

12.1.2 by sending the same by recorded delivery post addressed to the other party's last known address; or

12.1.3 by facsimile transmission to the other party's last known facsimile number.

12.2 A notice shall be deemed to have been received (1) in the case of delivery, at the time of delivery, (2) in the case of recorded delivery post upon the expiry of 48 hours from the time the same was properly addressed, stamped and posted and (3) in the case of facsimile transmission, upon transmission.

13. MISCELLANEOUS

13.1 The headings to these Terms and Conditions shall not affect their interpretation.

13.2 Throughout these Terms and Conditions, wherever the context so requires, the use of the singular number shall be construed to include the

plural, and the use of the plural the singular, and the use of any gender shall include all genders.

13.3 Reference in these Terms and Conditions to a "Clause" is to a Clause of these Terms and Conditions.

13.4 If any provision of the Contract is rendered by legislation void or declared void by court decree or order that provision shall be severed and the remaining provisions shall not thereby be altered and shall remain in full force and effect.

13.5 No waiver by the Company of any breach of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

13.6 It is hereby agreed and declared that the Company may at its absolute discretion assign any sums owed to it by the Customer (or any of the Customer's related or associated persons, firms or companies or any of their successors in title) to any of the Company's associated or related companies or by way of security.

13.7 If any sum of money shall be recoverable from or payable by the Customer to the Company, the same may be deducted from any sum then due, or which at any time thereafter may become due from the Customer to the Company, whether under the Contract or otherwise.

13.8 The Customer shall not be entitled to withhold payment of any sums after they have become due by reason of any right or set off or counterclaim which the Customer may have or allege to have or for any other reason whatsoever.

13.9 The Company shall be entitled to sub-contract its performance of its obligations under a Contract to a third party of its choosing (provided that the Company shall remain liable for the acts and/or omissions of its sub-contractors as though they were its own acts and/or omissions).

13.10 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or sub-contractors as though they were its own acts and/or omissions under this Contract.

13.11 The Company shall not be obliged to employ any of the Customer's employees (or any employees of a third party contractor appointed by the Customer) as a result of or in connection with the Contract or the Company providing the Services, and the Customer agrees to indemnify the Company against any costs, liabilities and expenses incurred by it as a result of any claim (including for dismissal) or demand of any nature by any such employee against the Company.

14. ENTIRE AGREEMENT AND APPLICABLE LAW

14.1 The Contract constitutes the entire agreement between the Company and the Customer in respect of the Services and supersedes all other agreements, statements, representations or warranties made by or between the parties or either of them concerning the same. These Terms and Conditions shall supersede any terms and conditions appearing on or referred to in any purchase order, acknowledgement or other document issued by the Customer in respect of the subject matter of these Terms and Conditions.

14.2 No variations of the Contract shall be effective unless specifically agreed in writing by an authorised representative of the Company.

14.3 The Contract shall in all respects be subject to, governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts in relation to any matter or dispute arising out of or in connection with the Contract (whether of a contractual or tortious nature or otherwise).