

## Rollalong Limited - General Conditions of Business

1. In these conditions 'we/us/our' refers to Rollalong Limited and 'you/your' to our customer.
2. There is no contract between you and us until we have received your order and accepted it in writing.
3. These conditions govern the contract to the exclusion of any other conditions and do so without amendment except as stated in our quotation or otherwise agreed with you in writing.
4. English law is the law applicable to the contract.
5. It is your responsibility to ensure that any information you provide to us in connection with the contract is complete and accurate; and to provide us promptly with any information we require to perform the contract.
6. You will be liable to indemnify us against any loss or additional expense we incur by reason of any failure or delay on your part to discharge any responsibility which you ought to have discharged.
7. Any project programme or time stated for our performance is indicative only and time is not of the essence of the contract.
8. Without prejudice to the previous condition, our time will in any event be extended according to any delay for which you are responsible or which is caused by any matter beyond our reasonable control.
9. We will agree with you in advance the date on which we will effect delivery of any building or other goods or, in the case of an "ex-works" supply only contract, the date on which it will be available for collection, and if you do not accept delivery on that date or, in the case of an ex-works supply only contract, you do not collect it on that date, we reserve the right to charge you for storage and additional handling that may result. In addition, and in either case, the "ex-works" sales value of the building or other goods will be invoiced to you immediately and, unless otherwise agreed, payment will be due to us within 30 days of the invoice date.
10. Notwithstanding that our quotation may provide for the erection of a building or the incorporation in works of materials or equipment following delivery, risk in any item delivered passes to you on delivery, and you should insure accordingly.
11. Where a building is to be supplied and the scope of our works does not include erection, the building is handed over to you on delivery.
12. In any other case a building we supply and/or works we undertake are handed over to you on the date when any of the following occurs:
  - (i) our handing over certificate is signed by you or on your behalf;
  - (ii) performance of the contract being complete, our handing over certificate has been tendered for signature and seven days have elapsed;
  - (iii) the building and/or works are occupied or used for any purpose whatsoever;
  - (iv) any work on the building and/or works is carried out otherwise than under our control;
  - (v) the building and/or materials or equipment to be incorporated in works, when at your risk, are damaged or destroyed; and
  - (vi) the building and/or any such materials having been delivered, you fail after reasonable notice from us to remedy any cause of delay in the further performance of the contract for which you are responsible.
13. Where any modular building or portable cabin is to be supplied by us on hire to you, other than under a third party financed hire purchase or lease agreement, the following hire conditions shall apply unless otherwise agreed in writing:

- (i) The date of commencement of the hire will be, in the case of a portable cabin, the date on which it is delivered to you or, in the case of a modular building, the date on which it is handed over to you in accordance with clause 12 above, or otherwise as provided in the contract.
  - (ii) The date of termination of the hire will be, in the case of a portable cabin, the date on which it is returned to us or collected by us or, in the case of a modular building, the date on which dismantling and removal works by us commence, or otherwise as provided in the contract.
  - (iii) Both the day of commencement and the day of termination are chargeable to the hirer.
  - (iv) Where no date for termination of the hire has been agreed in the contract, or where a hire term has been extended for an indeterminate period, we require the following minimum periods of notice of termination, which must be received in writing, and hire rentals will continue to be payable during the notice period:
    - (i) Individual cabins not exceeding 3.5 metres in width - 3 clear working days
    - (ii) Individual cabins exceeding 3.5 metres in width - 5 clear working days
    - (iii) All modular buildings and multiple cabin installations - 15 clear working days
  - (ii) The hirer is absolutely responsible for the safe-keeping of the building or portable cabin during the period of hire and for its return to us at the termination of the hire. In the event of a failure to return for whatever reason, whether as a result of theft, loss, destruction or otherwise, whether due to negligence on the part of the hirer or his servants or agents or not, the hirer shall be liable to us for (i) the full cost of replacement of the building or cabin, together with all costs arising therefrom, and (ii) for all hire charges payable under the contract until such time as payment of such costs has been received by us.
  - (iii) The hirer is responsible for keeping the building or portable cabin clean, safe from damage and in good condition. The hirer shall not cause any hired unit to be used for any purpose beyond that for which it was designed or in any manner likely to result in undue deterioration. Should any hired unit become in a defective, damaged or dangerous state, the hirer shall not keep it in use and shall notify us immediately.
  - (iv) The hirer shall be liable to us for the full costs of repair if any unit is returned damaged and the full costs of cleaning if any unit is returned in a dirty condition.
  - (v) The hirer is responsible for insuring any hired building or portable cabin against all risks.
  - (vi) The hirer shall not sub-let the building or portable cabin, or move it from the site to which it was first delivered, without the prior written consent of our duly authorised officer.
  - (vii) The hirer shall be responsible for complying with all relevant laws, bye-laws and regulations applicable and incidental to the installation and use of the building or portable cabin.
  - (viii) If any hired building or portable cabin is involved in any accident resulting in injury to persons or damage to property, immediate notice in writing shall be given to us by the hirer.
  - (ix) The hirer shall indemnify us in respect of all claims for injury, loss or damage caused by or in connection with the hiring or use of the building or portable cabin by the hirer.
14. Notwithstanding that a building we supply and/or works we undertake have been handed over to you, ownership of any building or goods supplied does not pass to you until such time as we have received payment in full.
  15. Where our quotation or contract provides for a maintenance period in respect of any building or works, that period starts on the handing over date.
  16. In respect of defects, we accept no greater liability than is undertaken in the Warranty and Customer Information section of our quotation; and such undertaking, and any maintenance obligation we have accepted, will cease to be effective if you make any alteration, modification or adjustment to the building or works, or carry out a relocation of a modular building, without our prior written approval.
  17. Without prejudice to the previous condition, except in respect of negligence resulting in death or personal injury we will not in any event be liable for consequential or indirect loss of any kind.
  18. Where we agree to purchase a modular building or cabin, title to the same passes to us when we effect removal and you warrant that we will get good title free from any charges or encumbrances, and that you will at our request provide any documentation reasonably required to demonstrate this.
  19. If any amount owed to us is not paid by the due date, we reserve the right, exercisable both before and after any judgement, to charge interest on it from the due date until it is paid at a rate equal to 5% per annum above National Westminster Bank plc base rate from time to time.
  20. We reserve the right to cancel or suspend the contract without liability to you if you make any voluntary arrangement with your creditors, become subject to an administration order, become bankrupt or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or if any encumbrance takes possession, or a receiver is appointed, of any of your property or assets, or if you take or suffer any similar action in consequence of a debt, or if you cease, or threaten to cease to carry on business or, if you are not engaged in a business, the main activity in which you were engaged at the date the contract was entered into.