

DEFINITIONS

"Checklist" means the Site Assistance/Demonstration Checklist.

"Contract" means these terms and conditions

"Customer" means the company or individual: (i) hiring or purchasing the Equipment; and/or (ii) procuring any Services from the Owner.

"Drawings" means any drawings, prepared by the Owner which relate to the requested Site Assistance/Demonstration.

"Equipment" means all plant, machinery, equipment and components which the owner has sold or hired to the Customer shown on the Drawings and which are subject to the site assistance.

"Owner" means Altrad RMD Kwikform Limited (registered No. 00301199) whose registered office is at Brickyard Road, Aldridge, Walsall, West Midlands, WS9 8BW.

"Site Assistance/Demonstrations" means the guidance given on site by trained RMD Kwikform personnel on the appreciation and safe use of RMD Kwikform products only.

CONTRACT

Upon acceptance of this terms and conditions by the Customer in accordance with Clause 1.8, the Owner agrees to undertake the requested Site Assistance/Demonstrations as further detailed in the Checklist.. A written instruction by the Customer to the Owner to conduct the Site Assistance/Demonstration shall constitute acceptance of this Contract by the Customer.

LIMITATIONS

1. In consideration of the Owner undertaking the Site Assistance/Demonstrations the Customer hereby agrees as follows:-

1.1 The Owner shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the guidance taking place (even if caused by the Owner's negligence).

1.2 The Owner shall be under no liability arising from the guidance given on site:

(a) in respect of any wilful damage, negligence, abnormal working conditions, failure to follow the Owner's advice or instructions or restrictions of use (whether oral or in writing), misuse of alteration or repair of the Equipment without the Owner's approval;

(b) in relation to parts, materials or equipment not supplied by the Owner; or

(c) if the Customer makes any further use of the Equipment which is not for the purpose set out on the Drawings.

1.3 Nothing in these terms and conditions shall exclude or limit the Owner's liability for death or personal injury caused by the Owner's negligence or for fraudulent misrepresentation.

1.4 Without prejudice to the above clause 1.3 above, and in recognition of the fact that the Owner is making no charge to the Customer for carrying out the site assistance, it is hereby agreed that:-

(a) the Customer shall indemnify and keep the Owner fully indemnified against all liabilities, costs and expenses in relation to death or injury to persons or of loss of or damage to tangible property save to the extent that such death or injury to persons or loss of or damage to tangible property is attributable to wilful acts or omissions of the Owner, its officers and employees; and

(b) in no circumstances shall the Owner be liable for any economic loss of whatever nature (whether or not such loss or damage was foreseen, direct, foreseeable, known or otherwise), including loss of anticipated profits, loss of actual profits (direct or indirect), loss of anticipated savings, loss of business, loss of goodwill or for any indirect, special or consequential loss or damage howsoever caused or any losses arising as a result of any third party bringing a claim in respect of any nature whatsoever in relation to the site assistance ("Losses").

1.5 Notwithstanding clauses 1.2 and 1.3, the Owner's maximum aggregate liability arising out of or in connection with the performance or contemplated performance of the Site Assistance/Demonstrations whether for negligence or breach of contract or any case whatsoever shall be limited to £1,000. The Customer agrees and warrants that the Customer shall insure against or itself bear any Losses for which the Owner has excluded or limited its liability in this Contract and that the Owner shall have no further liability to the Customer.

1.6 These limitations set out the entire liability of the Owner (including any liability for the acts or omissions of its sub-contractors and any member of its group) in respect of any breach of the Contract and any representation, statement or tortious act or omission including negligence arising under or in connection with the Site Assistance/Demonstrations.

1.7 These terms comprise all the terms of the contract between the Owner and the customer in respect of the Site Assistance/Demonstrations, to the exclusion of all other terms and conditions, including without limitation any of those terms which the Customer may purport to apply under any purchase order, confirmation of order or other similar document. If any such other terms and conditions do apply, the customer agrees to waive irrevocably all its rights under such other terms and conditions.

1.8 The rights and remedies of the Owner shall not be diminished, waived or extinguished by the granting of any indulgence or forbearance or extension of time by the Owner or by any failure or delay by the Owner in asserting or exercising any such rights or remedies.

1.9 The waiver by the Owner of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

1.10 If any provisions in the Contract shall be held to be void, illegal, invalid or unenforceable in whole or in part under any enactment or rule of law such provision or part shall to that extent be deemed not to form part of the Contract but the legality, validity and enforceability of the remainder of such Agreement shall not be affected.

1.11 Nothing in the Contract shall confer or purport to confer on any third party any benefit or right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

1.12 The Contract shall be governed and construed in all respects in accordance with the laws of England and the Owner and Customer irrevocably submit to the exclusive jurisdiction of the English Courts.