



# GREENURBAN TECHNOLOGIES LIMITED

## CONDITIONS OF SALE

### *1. Definitions and Interpretation*

1.1 In these Conditions (unless the context otherwise requires) the following terms have the following meanings:

"Agreement" means an agreement between and the Buyer and GreenUrban which is made up of the relevant Order Acknowledgment and Specification and these Conditions.

"Buyer" means the buyer of the Goods as detailed on the Order Acknowledgement.

"Conditions" means the terms and conditions of sale set out in this document and any special conditions agreed in writing and signed by the parties.

"Delivery" means the delivery of the Goods by GreenUrban in accordance with clause 3.

"Delivery Date" means the estimated delivery date set out in the Order Acknowledgement (where applicable)

"Delivery Address" means the address for delivery/collection of the Goods set out in the Order Acknowledgment (where applicable).

"Goods" means the goods to be sold by GreenUrban to the Buyer as detailed in the Order Acknowledgement and the Specification (where applicable).

"Order Acknowledgment" means an order acknowledgement issued by GreenUrban (where applicable).

"GreenUrban" means GreenUrban Technologies Limited (Company Number 5153228) of:



Plot 4, Sunlight House, Gilwilly Industrial Estate, Penrith, Cumbria, CA11 9BD

Tel: +44(0)1768 210111

"Price" means the total price specified in the Order Acknowledgment.

"Quotation" means a quotation issued by GreenUrban.

"Specification" means the Specification for the Goods agreed between the parties in writing (if any).

1.2 These Conditions apply to all contracts for the sale of Goods entered into by GreenUrban. By placing an order with GreenUrban (i.e. through acceptance of a quotation or raising of a Purchase Order) the Buyer agrees to deal with GreenUrban on these Conditions to the exclusion of all other terms, conditions, warranties or representations.

1.3 Any typographical, clerical or other similar error or omission in any sales literature, Quotation, Order Acknowledgment, invoice or other document or information issued by GreenUrban shall be subject to correction without any liability on the part of GreenUrban.

## **2. Basis of Sale**

2.1 In consideration of the payment of the Price, GreenUrban will supply the Goods to the Buyer and shall, where the Order Acknowledgement includes provision for such matters, deliver and install the Goods.

2.2 Any order placed by the Buyer (whether directly in respect of a Quotation or otherwise) is subject to acceptance at GreenUrban's absolute discretion.

2.3 All communication between GreenUrban and the Buyer is classed as strictly Confidential and should not be shared with any other party unless explicit permission is granted.

### **3. Delivery**

3.1 GreenUrban will use reasonable endeavors to deliver the Goods to the Delivery Address (which shall, where applicable, include making the Goods ready for collection on an ex-works basis) on or before the Date. GreenUrban will notify the Buyer of any anticipated delay in delivery. GreenUrban cannot be held liable for circumstances outside its control which may lead to operators incurring fines under the any local legislative schemes.

3.2 In any event, GreenUrban will give the Buyer at least two (2) days' notice before it delivers the Goods to the Delivery Address. If the Buyer is unable to accept delivery of the Goods (which shall include, where applicable, the Buyer's collection of the Goods from GreenUrban) on the date notified to it, the Buyer must telephone GreenUrban to make alternative arrangements at least twenty four (24) hours before the date notified.

3.3 GreenUrban will not bear responsibility for failure to deliver if the Buyer fails to accept delivery of or (where applicable) collect the Goods on the date notified or (where applicable) agreed under clause 3.2. In such circumstances, GreenUrban reserves the right to charge and the Buyer agrees to pay GreenUrban's reasonable costs and losses incurred or suffered as a result of any failed delivery attempt.

### **4. Installation**

4.1 Where the Price includes provision for installation by GreenUrban staff or subcontractor, GreenUrban will use reasonable endeavors to install the Goods as soon as possible following delivery. If the address at which the Goods are to be installed is not the same as the Delivery Address, the Buyer shall be responsible for providing the Goods at the installation address.

4.2 The Buyer shall provide GreenUrban's personnel with access to a safe working area in which to perform the installation including, without limitation, an electrical power supply, a covered, well lit work area. GreenUrban's personnel will comply with any on-site health and safety and security policies reasonably notified to them whilst on the installation site. An Induction must be provided before work can commence.



4.3 The Buyer will comply with any reasonable requirements notified to it by GreenUrban in relation to the installation of the Goods (including, without limitation, carrying out any preparatory work and complying with reasonable requirements relating to the provision of the vehicles including fixings to which the Goods are to be fitted) and GreenUrban shall not be liable for any failure to install the Goods to the extent due to the Buyers breach of clause 4.2 or this clause 4.3.

## **5. Payment**

5.1 The Price (which will be invoiced before dispatch unless otherwise agreed) must be paid in full without set off or deduction in pounds sterling before dispatch is made, or before installation, unless payment terms have been otherwise agreed in writing.

5.2 If the Buyer fails to pay the Price in full when it is due, GreenUrban shall be entitled to charge the Buyer daily interest on the overdue amount at an annual rate of 3% above base rate.

5.3 The Price is exclusive of delivery, VAT and any other applicable taxes and duties.

5.4 GreenUrban reserves the right to increase the Price to take into account any reasonable additional costs, including:

5.4.1 Shifts in exchange rate

5.4.2 Any change that are or will be incurred by it as a result of any change made to an order by the Buyer following dispatch of the Order Acknowledgment (where applicable) by GreenUrban.

## **6. Ownership and Risk**

6.1 Ownership of the Goods will pass to the Buyer only when GreenUrban has received payment of the Price in full in cleared funds.

6.2 The risk of loss of or damage to the Goods will pass to the Buyer upon delivery.

6.3 Until ownership of the Goods passes to the Buyer, the Buyer shall hold the Goods as GreenUrban's fiduciary agent and bailee. The Buyer shall be entitled to sell or



otherwise use the Goods in the ordinary course of its business but shall account to GreenUrban for the entire proceeds of the use, sale or other disposal of the Goods which it shall keep separate from the monies and/or goods of itself or any third party.

6.4 The Buyer may not pledge or charge the Goods by way of security for any indebtedness but, if it does so, all monies due to GreenUrban from the Buyer shall become immediately due and payable.

## **7. Warranties**

7.1 (See *GreenUrban Product Technical Manuals / Project Documents for specific Terms of Warranty.*) In general, GreenUrban warrants that the Goods will correspond in all material respects with the Specification for a period of two (2) years from the date of delivery. This clause will be overwritten by the specific Product / Project document.

7.2 The warranty referred to and contained in clause 7.1 does not cover damage caused by failure to follow the Conditions of Use, accidental damage, operator abuse to the Goods or fair wear and tear or acts of force majeure.

7.3 All warranties, conditions, guarantees and representations that may be implied into the Agreement by statute, common law or otherwise are here by excluded to the fullest extent permitted by law.

## **8. Liability**

8.1 Save as provided in clause 8.3, GreenUrban's total aggregate liability under the Agreement (whether in contract, tort (including, but not limited to, negligence) or otherwise) shall not exceed the total amount paid to GreenUrban by the Buyer under the Agreement in question.

8.2 In no event shall GreenUrban be liable for any claim to the extent that it relates to loss of profits, goodwill, business opportunity or anticipated savings, injury to reputation, third party losses or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, tort (including, but not limited to, negligence) or strict liability and regardless of whether GreenUrban knew or had reason to know of the possibility of the loss or damage in question.

8.3 Nothing in the Agreement will exclude or limit GreenUrban's liability for:

8.3.1 death or personal injury caused by negligence;

8.3.2 fraud or fraudulent misrepresentation;

## **9. Termination and Refunds**

9.1 Each party shall be entitled to terminate the Agreement forthwith by notice in writing to the other if:

9.1.1 the other commits an irremediable breach of the Agreement, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same; or

9.1.2 the other makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction) or is subject to any similar process in the UK or any other jurisdiction.

9.1.3 The Buyer may terminate the Agreement in the case of the Sellers failure to rectify remedial breach as notified or in the case of irremediable breach provided that it fully indemnifies and holds the Seller harmless against any loss, damage, cost or expense suffered or incurred by the Seller in relation to the Agreement.

9.1.4 Cancellations and Full Refund may be available for unreasonable delay on delivery where the Customer notifies GreenUrban that delay will cause a remedial breach of contract and gives notice in writing to this affect.

9.1.5 Where continued unreasonable delay of delivery of over 60 days from original scheduled delivery date and subject to Customer giving 30 days' notice to rectify such a remedial breach, if GreenUrban continues to fail to deliver or satisfy the Customer within 30 days of notification then the Customer can



request a full refund of any payments, subject to returning any previously supplied unused and undamaged previously delivered goods or materials.

## **10. General**

10.1 Each Agreement contains all the terms agreed by the parties in relation to its subject matter and supersedes all prior agreements, understandings and arrangements whether oral, in writing or arising from a course of dealing.

10.2 GreenUrban may make changes to these Conditions from time to time. Save as provided in clause 1.3 above, no change will apply to those Agreements entered into by the Buyer before the date of the change unless it is made in writing and signed by Buyer. The Buyer is reminded of the need to periodically check these Conditions for changes.

10.3 The Buyer may not transfer, assign or otherwise part with any Agreement, whether in whole or in part, without GreenUrban's prior written permission.

10.4 GreenUrban will not be liable for any failure to comply with its obligations under any Agreement to the extent that such failure results from circumstances beyond GreenUrban's reasonable control.

10.5 The remedies available to the parties under each Agreement will not limit or exclude any other rights that either party may have against the other.

10.6 Neither parties failure to enforce or rely on or delay in enforcing or relying on any right that it may have under an Agreement will prevent that party from later enforcing or relying upon that or any other right.

10.7 If a court or other regulatory body finds that any part of an Agreement is invalid or unenforceable, the remainder of that Agreement and any other Agreement shall not be affected and shall be construed as if the invalid or unenforceable part did not exist.

10.8 Any notice to be given or made under any Agreement shall be made in writing and sent by first class pre-paid post to the recipient's address detailed in the Order Acknowledgement (or as may be notified to the other party in accordance with this



clause from time to time) and shall be deemed to have been served on the second day following the date of posting.

10.9 Nothing in the Agreement shall confer any rights upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.10 These Conditions and the Agreement shall be governed by and construed in accordance with the English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.