



"Force Majeure Event"	an event or circumstance beyond a Party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations.
"Goods"	the goods (or any part of them) set out in the Contract Details Form in the section "Description of Goods".
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Price"	the price for the Goods and/or Services as set out in the Contract Details Form.
"Services"	the services, including the provision of the Deliverables, supplied by the Supplier to the Customer as set out in the Contract Details Form.
"Supplier"	Parsons Containers Limited (registered in England and Wales)



expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all professional costs and expenses) suffered or incurred by Us arising out of or in connection with any claim made against Us for actual or alleged infringement of a third party's Intellectual Property rights arising out of or in connection with Our use of such specification. This clause 3.2 shall survive termination of the Contract.

3.3. We reserve the right to amend the Goods if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Goods, and We shall notify You in any such event.

4. **Delivery of Goods**

4.1. Subject to clause 4.2, You shall collect the Goods from the Collection Location within three

- 4.6. Any dates quoted for delivery of the Goods shall be an approximate only, and the time for delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by:
- 4.6.1. a Force Majeure Event;
  - 4.6.2. adverse weather conditions in which the haulier deems delivery or the unloading of the Container(s) to be unsafe or impractical;
  - 4.6.3. Your failure to provide Us with adequate instructions that are relevant to the supply of the Goods; or
  - 4.6.4.

- 6.1.1. conform in material respects to their description as set out in the Contract Details Form; and
- 6.1.2. be free from defects in design, materials and workmanship.
- 6.2. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.3. We do not warrant that the Goods (including any component or part of the Goods), are compliant with all Applicable Laws that may from time to time apply to the design or manufacture of the Goods. It is Your responsibility to ensure that Goods (including all elements of their design, materials and components) are compliant with all Applicable Laws and that their use (including use for a purpose made known to Us, and/or where any element of the design of the Goods results from design services provided by Us) shall not result in the breach of Applicable Laws.
- 6.4. The warranty set out in clause 6.1 does not extend to parts, materials or equipment not manufactured by Us, in respect of which You shall only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer to Us and to the extent that We are able to pass such benefit to You.
- 6.5. Subject to clause 6.6, in the event that Goods do not comply with the warranty set out in clause 6.1, We shall, at Our option, repair or replace the relevant Goods, or refund the price of the relevant Goods in full if:
  - 6.5.1. You give notice in writing during the Warranty Period within a reasonable time of discovery that the Goods do not comply with the warranty set out in clause 6.1;
  - 6.5.2. We are given a reasonable opportunity of examining such Goods; and
  - 6.5.3. We are given a reasonable opportunity to repair such goods in situ
  - 6.5.4. Such goods cannot, in our opinion, be repaired in situ we will advise You in writing or by e-mail and remove such goods to Our place of business or such place as We require where, We are given a reasonable opportunity to repair such goods
- 6.6. We shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:
  - 6.6.1. You make any further use of such Goods after giving notice in accordance with clause 6.5.1;
  - 6.6.2. the defect arises because You failed to follow Our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade or regulatory practice regarding the same;
  - 6.6.3. Your failure to comply with clause 5;
  - 6.6.4. You alter or repair such Goods without Our express written consent;
  - 6.6.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

- 6.6.6. the Goods differ from their description as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements.
- 6.7. Except as expressly provided in this clause 6, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.8. These Conditions shall apply to any repaired or replacement Goods supplied by Us.

7. **Title and risk**

- 7.1. The risk in the Goods shall pass to You on delivery.
- 7.2. Title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds).
- 7.3. Until title to the Goods has passed to You, You shall:
  - 7.3.1. store the Goods so that they remain readily identifiable as Our property;
  - 7.3.2. not remove, deface or obscure any identifying mark on or relating to the Goods;
  - 7.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full Price from delivery;
  - 7.3.4. notify Us immediately if You become subject to any of the events listed in clause 13; and
  - 7.3.5. give Us such information relating to the Goods as We may require from time to time.
- 7.4. If before title to the Goods passes to You, You become subject to any of the events listed in clause 13.1, then, without limiting any other right or remedy, We may enter Your premises or the premises of any third party where the Goods are stored in order to recover them.

8. **Supply of Services**

- 8.1. We shall supply the Services in accordance with the Contract Details Form.
- 8.2. We shall use reasonable endeavours to meet any performance dates for the Services set out in the Contract Details Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3. We reserve the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and We shall notify You in any such event.
- 8.4. We warrant to the Customer that the Services will be provided using reasonable care and skill.

9. **Customer's obligations**

9.1. You shall:

- 9.1.1. co-operate with Us in all matters relating to the Services;
- 9.1.2. provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.3. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 9.1.4. comply with any additional obligations as set out in the Contract Details Form.

9.2. If Our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by You or Your failure to perform any relevant obligation ("**Customer Default**"):

- 9.2.1. without limiting or affecting any other right or remedy available to Us, We shall have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays of performance of any of Our obligations;
- 9.2.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Our failure or delay to perform any of Our obligations as set out in this clause 9.2; and
- 9.2.3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

10. **Price and payment**

10.1. The price for the Goods and/or Services shall be the Price.

10.2. We reserve the right, by giving notice to You at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase that is due to:

10.2.1. any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

10.2.2. any request by You to change the delivery date(s), quantities or types of Goods and/or Services); or

10.2.3. any delay caused by Your instructions or Your failure to give Us adequate or accurate information or instructions.

10.3. The Price:



- 10.3.1. excludes amounts in respect of value added tax ("**VAT**"), which You shall additionally be liable to pay





15.1.2. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without Our prior written consent.

**15.2. Confidentiality.**

15.2.1. Each Party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 15.2.2.

15.2.2. Each Party may disclose the other Party's confidential information:

15.2.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this

necessary to make it valid, legal and enforceable. If such modification is not