1. DEFINITIONS FOR THE PURPOSE OF THESE CONDITIONS

Seller means Ashbrook Engineering Ltd (t/as Ashbrook and/or Hypertrophy Fitness). **Buyer**/**Purchaser** means the person or company who buys or agrees to buy the goods from the Seller under the contract of sale. **Conditions** means the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller. **Goods** means the articles or services which the Buyer agrees to buy from the Seller under the contract of sale. **Price** means the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

2. CONDITIONS

2.1. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.2. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

2.3. All orders or contracts, whether oral or in writing, to supply Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.4. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.5. These Conditions may not be varied except by the written agreement of a director of the Seller.

2.6. These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

2.7. Insofar as any provision of this contract or any part thereof shall be found or deemed void, voidable, invalid, ineffective or unenforceable, such defect shall not affect the remainder of the contract which shall be construed as if the defective part or parts had been excluded there from at the time when the contract was entered into.

3. REPRESENTATIONS

3.1. Any technical descriptions or other matter of whatever kind contained in any literature or advertisement published by the Seller or on behalf of the Seller by its agent shall not be deemed to be and shall not constitute any representation or warranty of any kind whatsoever in relation to the Goods or any part thereof.

4. PRICE

4.1. The contract price of the Goods is based upon the cost to the Seller at the date of its quotation for materials, labour and all other expenses and of conforming to any statutory regulation or requirements as may be in force, and is set out in such quotation.

4.2. The Seller reserves the right to unilaterally vary the quoted contract price by prior written notice to the Buyer (to take account of any upward variation in the aforesaid costs) between the date of the quotation and the date of acceptance of the order.

4.3. The Seller may unilaterally increase the contract price by prior written notice to the Buyer (to take account of any upward variation in the aforesaid costs) after the date of acceptance of the order, but in such circumstances the Buyer shall be entitled to cancel the contract without liability if it so wishes, as long as it does so promptly on receipt of the notice.

4.4. The price does not include the following:

4.4.1. Electrical wiring, plumbing, building works, making good, or any materials or devices not specifically mentioned in writing.

4.4.2. Any casual labour costs or hiring, lifting or handling equipment or scaffolding required to convey goods supplied to the site.

4.4.3. Cost of lighting, power, heating and water required during erection and installation of equipment at site.

4.4.4. Any insurance payable relating to the above.

4.5. The foregoing prices are for supply only of equipment and as such do not include for installation.

4.6. The foregoing price is based on the quantity of equipment requested and should this vary we reserve the right to re-quote accordingly.

4.7. The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

4.8. Should the Seller incur any extra costs due to lack of instructions, overtime working, abortive deliveries, suspension of the work, or delays caused by others, such extra cost will be added to the Contract price and accordingly paid by the Buyer.

5. PAYMENT AND INTEREST

5.1. Unless otherwise agreed by a Director of Green Resource Engineering Ltd in writing, payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.

5.2. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

5.3. The Buyer shall not be entitled to make deduction from any amount due to the Seller in respect of any off-set or counter-claim unless both the validity and the amount thereof have been expressly admitted in writing by the Seller.

5.4. Without prejudice to any other rights, failure to pay the contract price of the Goods or part thereof or other monies payable by the Buyer to the Seller will also entitle the Seller at its sole discretion either to refuse to make delivery of any further goods agreed to be supplied or to cancel any contract to which these conditions apply, either in whole or in part, by notice in writing to the Buyer and without incurring any liability to the Buyer for any loss caused by such a delay or cancellation.

5.5. The Contract price of the Goods shall become immediately due and payable in the event that the Buyer goes into liquidation or administration or a receiver of its assets or any part thereof is appointment or any petition is presented for its winding-up or it enters into any scheme of arrangements with its creditors.

5.6. All amounts due to the Seller are payable in pounds sterling unless agreed otherwise by the Seller.

5.7. MILESTONE PAYMENTS

5.7.1. These contracts are deemed divisible. Each delivery made hereunder: 1) shall be deemed to arise from a separate contract, and 2) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect of default in delivery of any other instalment.

6. COPYRIGHT

6.1. All drawings, specifications, literature and any other materials prepared by or on behalf of the Seller and the copyright therein or in any part thereof is the property of the Seller. No part of any such drawing, specification or literature shall be reproduced without prior written consent of the Seller; all such drawings, specifications and literature are confidential and the contents of the same shall not be disclosed to any third parties without the prior written consent of the Seller.

6.2. Insofar as the Seller manufactures or supplies any Goods in accordance with any specification drawing or design provided by or on behalf of the Buyer and the goods or their said manufacture or supply constitute any infringement of any patent or copyright the property of any person then the Buyer shall indemnify and keep the Seller indemnified against any claim, damage, loss or expenses made against or suffered by it arising out of or in connection with such infringement.

7. GOODS

7.1. The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

8. WARRANTY

8.1. The Seller will repair or replace as it shall in its sole discretion see fit any part of the Goods which has been manufactured by it which proves to be defective within a period of 12 months of the date on which the Goods are ready for delivery or a period of 12 months of the date of invoice whichever is the earlier, and this shall be the Buyer's sole remedy in respect of any defective Goods.

8.2. This warranty covers the labour to undertake this repair or replacement on the Seller's registered business premises, but does not cover the costs for removal or dismantling, carriage or re-installation of warranted parts. The cost of removing or dismantling any defective part to be replaced under this warranty, its carriage to the Seller's premises and its reinstallation shall be borne by the Buyer.

8.3. The Seller shall not be liable to repair or replace any part of the Goods under this warranty unless and until it is satisfied that the Goods have since delivery been used, installed, operated and maintained in accordance with good engineering practice and/or any instructions or advice given by the Seller and that any such defect is not attributable to misuse or misapplication or to improper or inadequate storage of the Goods or any part thereof or storage thereof for more than three months.

8.4. The Seller shall not be liable to repair or replace any part of the Goods under this warranty if the goods or any part thereof are subject to repairs, alteration, or interference by anyone other than the Seller, or an installation or service contractor appointed by the Seller, which in the sole judgement of the Seller affects the performance, stability or purpose for which it was manufactured.

8.5. The Seller reserves the right to vary the period and conditions of warranty in individual sales quotations, in which case the period and conditions set out in the individual quotation shall supersede those set out in this warranty.

8.6. The Seller shall not be liable to repair or replace any part of the Goods under this warranty if the goods or any part thereof have been stored in an ambient temperature of less than 5°C.

8.7. The Seller shall not be liable to repair or replace any part of the Goods under this warranty unless the Buyer returns any defective Goods within 21 days of any defect becoming apparent and unless the Buyer provides the Seller with all relevant information concerning the Goods, such defects, and the user, installation, operation, maintenance and storage thereof since their delivery or any other relevant information that the Seller may reasonably require.

8.8. The seller shall not be liable to repair or replace the goods/any part of the goods under this warranty if the goods or any part thereof are stored for more than 14 days, with fluid within its/their circuitry without a pressurised inert gas charge.

8.9. Any spare part supplied by the Seller to the Buyer under the terms of this warranty shall be warranted for the unexpired period of the warranty of the goods or three months from delivery whichever period is longer. Any spare part supplied by the Seller to the Buyer outside the warranty period shall be warranted for three months from delivery or invoice whichever is the earlier.

8.10. This warranty does not cover consequential loss, including the loss of food or contents of the goods, due to failure for any reason.

8.11. The maximum value of any claim made under this warranty is equal to the contract price.

8.12. All representations, terms, conditions and warranties not contained in these conditions of sale in respect of the Goods, whether statutory or otherwise and whether expressed or implied are hereby expressly excluded insofar as permitted by law.

9. NOTICE

9.1. Where under any terms and conditions contained herein notice is required to be given by either party to the other, such provision shall be satisfied by a written, typed notice signed by a person authorised by the relevant party and transmitted either by post, facsimile or email to the Registered Office of such party where it is a Seller and to the address notified to the Seller where the Buyer is unincorporated.

10. DELIVERY OF THE GOODS

10.1. Delivery shall mean the deposit of the goods on the site designated by the Buyer, or in the event of an agreed ex-works delivery, on loading of equipment for transportation or in the event of sales of goods for destinations not within England, Scotland or Wales, on deposit of the goods at the UK port from which the goods are contracted to be shipped.

10.2. The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Date & time of delivery shall not be of the essence of the contract.

10.3. The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

10.4. The Buyer agrees that none of the Goods, nor any product derived therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries according to the EU Common Foreign and Security Policy (CFSP), nor their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorised in writing by the Seller

10.5. If the Buyer fails to take delivery of the Goods or collect the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

10.6. If within 28 days of the receipt by the Buyer of notice from the Seller that the Goods have been despatched, no part thereof has been received by the Buyer then the latter shall immediately advise the Seller and confirm the same to the Seller within three days thereafter otherwise the Seller will accept no responsibility for any loss of the Goods

10.7. Should the contractual delivery date be delayed or postponed at the Buyer's request or the Buyer otherwise fails to take delivery on the due date for delivery the Seller may issue an invoice for the Goods as if such delivery date had not been delayed or postponed and payment of such invoice shall be due in accordance with the payment terms hereof. In such a case the Goods shall be deemed for all purposes (including warranty) as being delivered by the Seller to the Buyer on the date originally agreed for delivery and any loss or damage to or deterioration in the Goods thereafter shall be at the sole risk of the Buyer who shall further reimburse the Seller any extra expense or cost incurred by it in consequence of such failure together with a reasonable charge in respect of the storage and insurance of the Goods from the date originally agreed for delivery until the date of actual deliver

10.8. The buyer shall provide safe means of access to the place of delivery and all means necessary to unload the Goods and shall be responsible for unloading the Goods. The Buyer shall reimburse the Seller any extra expense or cost incurred by it in consequence of any default hereunder on the part of the Buyer.

10.9. If the Seller attempts to effect delivery and such attempt is abortive due to the Buyer's refusal to accept the goods for whatsoever reason, then, unless the Buyer has given to the Seller one week prior to the delivery a written notice of his wish to postpone the delivery date, the Seller shall have the right to charge the Buyer with all costs and expenses of the abortive delivery.

10.10. If the contract provides for the Goods to be collected by or on behalf of the Buyer the Seller shall give the Buyer notice of the date when and the place where the Goods will be ready for collection and delivery shall be deemed to take place upon the date and at the place so notified.

10.11. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, government action, natural disaster, epidemic, or labour disputes. The affected party shall notify the other party as soon as practicable and use reasonable efforts to mitigate the effects.

11. ACCEPTANCE OF THE GOODS

11.1. The Buyer shall be deemed to have inspected and accepted the Goods 48 hours after delivery to the Buyer (failure of the Buyer to notify the seller of defects within the 48 hours period shall constitute acceptance of the goods and the Buyer shall waive all rights to reject the goods – except for latent defects).

11.2. The Buyer shall notify all claims within 14 days of delivery. Consequently, claims regarding incomplete delivery or notices of defect must be submitted to the Seller in writing not later than 10 days after delivery of the goods. If complaints are not submitted within this time the goods shall be deemed to have been fully delivered in perfect condition.

11.3. Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

12. TITLE AND RISK

12.1. Risk shall pass on delivery of the Goods to the Buyer's address.

12.2. Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the Goods (including interest and costs) and all other monies due to the Seller from the Buyer have been paid in full.

12.3. Until title passes the Buyer shall :

12.3.1. Hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller until the Goods are paid for or returned to the Seller be responsible for and adequately insure the Goods in the name of and for the benefit of the Seller against loss or damage arising from any cause whatsoever in their full replacement value and shall produce to the Seller on demand the policies of such insurance and the receipts for premiums paid thereon keep the Goods separate from all property of other persons in an area set aside for such purpose and stored in accordance with recommendations made from time to time by the Seller.

12.3.2. at all times keep a separate account of the Goods and supply to the Seller upon request full details of the Goods or any part thereof including details of any part of the Goods which has been utilised or sold by the Buyer, its servants or agents; hold the entire proceeds of sale of the Goods or any part thereof which are used or sold by the Buyer in trust for the Seller in a separate bank account and not mix them with any other funds. The seller explicitly asserts the right to enter the Purchaser's premises to repossess goods if payment has not been made in line with these terms and conditions

12.4. The Seller may at any time before title passes and without any liability to the Buyer repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

12.5. The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

12.6. The Buyer shall indemnify the Seller in respect of any loss, injury, damage, expense or claim of whatsoever nature and howsoever arising out of the contract or the Goods or their storage, installation, use, operation or maintenance save where the same is caused solely by the negligence of the Seller.

12.7. Proceeds of sale. The Seller requires the buyer to hold proceeds of any resale of the Seller's goods on trust for the Seller until payment is complete.

12.8. The Seller reserves the right to recover all costs incurred in enforcing this contract or recovering the goods/services supplied.

13. CARRIAGE OF GOODS

13.1. Carriage will be chargeable on all sales unless collected by the Buyer.

14. CANCELLATION

14.1. No order which has been placed with the Seller may be cancelled by the Buyer except with the agreement, in writing, of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

14.2. The Seller reserves the right to cancel or suspend any contract if the Buyer defaults on payments set out in the contract of sale (written or implied).

15. GOVERNING LAW

15.1. The contract shall be governed by English Law and any dispute/arbitration shall be conducted by the English courts.

16. TRADEMARKS

16.1. The Buyer shall ensure that any trademarks or other words or marks affixed to or used in relation to the Goods are not obliterated, obscured or omitted without the Seller's prior written consent.

16.2. The Buyer shall not add, affix or use any additional words or marks to or in relation to the Goods without the Seller's prior written consent.

17. CONFIDENTIALITY AND DISCLOSURE

17.1. All intellectual property rights in goods, documentation and materials relating to the contract shall remain with the Seller.

17.2. The Buyer is expressly prohibited from reverse engineering, copying or using the Seller's IP without written authorisation from the Seller.

17.3. The Seller and Buyer agree to uphold the relevant GDPR obligations as required by UK law (please see GRE's Data Protection Policy document for further details).

18. LIMITATION OF LIABILITY

18.1. The Seller shall not be liable for:

any indirect or consequential loss or damage;

any loss of profit; loss of business; or depletion of goodwill;

any costs, expenses or other claims for consequential compensation;

any defect which may occur in any prior installation to which the Seller's equipment may be connected;

any defect to the extent that it is caused by incorrect installation (where not installed by the Seller) or lack of or poor maintenance of the Goods.

damage to or destruction of any part of the equipment occurring after delivery, and arising from any accident, theft or malicious intent, or from war, fire or any cause beyond the Seller's control.

18.2. The Buyer shall be solely responsible for the cost of protecting the equipment against damage or destruction after delivery howsoever caused.

18.3. The Seller shall not accept liability for failure due to ambient temperatures or storage conditions below 5°C.

18.4. The seller shall not accept liability if the goods or any part thereof are stored for more than 14 days, with fluid within its/their circuitry without a pressurised inert gas charge.

18.5. The Seller shall not accept responsibility for the condition of any existing plant, machinery or fittings which may be set to work in conjunction with the plant supplied by the Seller.

18.6. The liability cap for any contract shall be no more than the value of the contract for goods/services

18.7. Liability for indirect, special, or punitive damages is excluded, as is any liability for loss of data, business interruption, or reputational harm.

18.8. Limit of liability for death, personal injury due to negligence or fraud shall be determined by requirements made by statute/UK law.