

## Morri Consult- General Terms and Conditions for supply of Goods and Services

### 1. Application of Conditions

The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation proposal, which is subject to these Conditions.

The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

### 2. Definition and interpretation

2.1 In these Conditions:-

“**Business Day**” means any day other than a Saturday, Sunday or bank holiday;

“**the Customer**” means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;

“**Commencement Date**” means the commencement date for this agreement as set out in the quotation.

“**the Contract**” means the contract for the purchase and sale of the Goods and supply of the Services under these conditions

“**these Conditions**” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Supplier;

“**the Installation Date**” means the date on which the Goods and Services are to be installed as stipulated in the Customer's order and accepted by the Supplier;

“**the Goods**” means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Conditions

“**month**” means a calendar month;

“**the Services**” means the Services to be provided to the Customer as set out in the quotation

“**the Supplier**” means Morri Consult Limited, a company registered in England;

“**writing**” includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 3. Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance by the Supplier and no contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the goods and services or has accepted an order placed by the Customer by whichever is the earlier of:-

3.3.1 the Supplier's written acceptance;

3.3.2 delivery of the Goods; or

3.3.3 the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

### 4. The Goods and Services

4.1 The Supplier will guarantee the Goods and Services supplied for a period of 12 months from the date of completion of the installation. However the same shall be null and void if the product or services, in the Suppliers opinion has been damaged by, or faults have arisen by accident, misuse, negligence, vandalism or burglary. In the event of a dispute the manufacturer of the goods in question will be final and binding by both parties.

4.2 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

4.3 The specification for the Goods shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier).

4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.

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

4.6 All Customers have a 7 working day cooling off period after acceptance of the proposal quotation. During this period the customer may cancel the contract without penalty by notification to Morri Consult in writing.

### 5. Price

5.1 The price of the Goods and Services shall be the price listed in the quotation current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.

5.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.

5.3 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport as specified in the quotation.

### 6. Payments, Fees and Commissions

6.1 All payments required to be made pursuant to this Agreement by either party shall be made within 30 days of the date of the relevant invoice, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

6.2 The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of 4 per cent and the base rate of the Bank of England from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

6.3 All payments shall be made to the supplier as indicated on the form of acceptance or invoice issued by the Supplier.

6.4 As part of our statutory obligations to foster good relations with stakeholders, Morri Consult has established a trust fund through a contribution of a share of company profits. The company's customers, suppliers and others may write to the trustees to seek a discretionary award from the trust. The fund is wholly independent of the company and the award of monies is a matter wholly for the trustees of the fund. The trustees may be contacted at Griffin Trustees Limited, 3076 Sir Francis Drake Highway, Ellen Skelton Building, 2nd Floor, Road Reef, PO 765, Road Town, Tortola VG 1110 British Virgin Islands.

### 7. Delivery and Performance

7.1 The installation date is approximate only and time of installation shall not be of the essence unless previously agreed by the Supplier in writing.



7.2 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 9.1 of these Conditions risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

7.3 With effect from the Commencement Date the Supplier shall, in consideration of the amount(s) being paid in accordance with the quotation, provide the services expressly identified in the quotation or otherwise agreed under this agreement.

#### **8. Non-Delivery of Goods and Services**

8.1 If the Supplier fails to deliver the Goods or Services and any of them on the Installation Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:-

8.1.1 if the Supplier delivers the Goods and Services at any time thereafter the Supplier shall have no liability in respect of such late delivery;

8.1.2 if the Customer gives written notice to the Supplier within 7 business days after the Delivery Date and the Supplier fails to deliver the Goods and Services within 7 business days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost of the Customer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

#### **9. Risk and Property**

9.1 Risk of damage to or loss of the Goods shall pass to the Customer at:-

9.1.1 In the case of goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Supplier to the Customer for which payment is then due.

9.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

#### **10. Assignment**

10.1 The Supplier may assign the Contract or any part of it to any person, firm or company.

10.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

#### **11. Defective Goods**

11.1 If on installation any of the Goods are defective the supplier shall seek a repair or replacement under the manufacturers warranty.

#### **12. Customer's Default**

12.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:-

12.1.1 cancel the order or suspend any further deliveries of Goods and Services to the Customer;

12.1.2 appropriate any payment made by the Customer to such of the Goods and Services (or the goods and services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

12.2 This condition applies if:-

12.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or

12.2.2 the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

12.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

12.2.4 the Customer ceases, or threatens to cease, to carry on business; or

12.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

#### **13. Liability**

13.1 If the Supplier fails to perform the service with care and skill it will carry out remedial action at no extra cost to the Customer. If no remedial action is possible the Supplier will pay for the damage caused.

13.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Client, or its agent or employees.

13.3 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

13.4 The Supplier will advise to the best of its ability the requirements for planning permission. However both parties accept that any advice so given is not expert and is by way of opinion and experience only. If the Supplier advises the Customer that planning permission may not be required the Customer should seek confirmation from the planning office. In any case liability is solely that of the Customer.

#### **14. Communications**

14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:

14.1.1 (in the case of communications to the Supplier) to its registered office or such changed address as shall be notified to the Customer by the Supplier; or

14.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

14.2.2 if delivered by hand, on the day of delivery; or

14.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

14.3 Communications addressed to the Supplier shall be marked for the attention of the Managing Director.

#### **15. Force Majeure**

15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

15.2 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

15.3 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

#### **16. Waiver**

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### **17. Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

#### **18. Third Party Rights**



Morri Consult Ltd

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**19. Governing Law and Jurisdiction**

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.