

PRIME ATLANTIC GROUP OF COMPANIES

Terms and Conditions – October 2025

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "The Company" means PRIME ATLANTIC GROUP of companies.
- 1.2 "The Customer" means the person, firm or company that contracts with the Company for the purchase of Goods or Services.
- 1.3 "The Goods" means the products of any kind manufactured or sold by the company.
- 1.4 "The Services" means work of any kind carried out by the Company.
- 1.5 A "Business Day" means any day other than Saturday, Sunday or Bank Holiday in England, Wales and Scotland between the hours of 08:00 and 17:00.
- 1.6 "Works" – is the totality of the Goods and Services that the Company is required to perform and complete
- 1.7 "Confidential Information" - means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party that:
 - is known by the receiving Party to be confidential
 - is marked as or stated to be confidential
 - ought reasonably to be considered by the receiving Party to be confidential
- 1.8 Works will be carried out as detailed in our quotation and in accordance with our Conditions of Contract. Any additional work or deviation from our contract required by the Customer will constitute a separate order and must be accepted in writing by the Customer.
- 1.9 Works not included – Unless specifically so stated in the quotation does not allow for the following: building works including but not limited to excavations, holes through walls, cutting away of walls, floors etc. plus any making good, fire seals, painting or other trades work. Access equipment for working at height, temporary, permanent or powered.
- 1.10 "Contract" - means the legally binding agreement between "the Company" and the Client for the provision of goods, works and/or services, comprising these Terms and Conditions, any written quotation, proposal, purchase order, or other document expressly agreed in writing by both parties.
- 1.11 The Contract governs the rights, responsibilities, and obligations of both parties from the date of acceptance until completion of the agreed works or services, including any authorised variations, amendments, or extensions.
- 1.12 "Subcontractor"- means any individual engaged, directly or indirectly, or employed by the Company or any Sub-contractor, in the management or performance of the Company's obligations under this Contract.
- 1.13 "Quote" - means the written quotation, proposal, or estimate issued by the Company to the Customer setting out the scope of Goods and/or Services to be provided, together with the associated pricing and any specific terms or conditions.
- 1.14 "Purchase Order Number" means the Customer's unique number relating to the order for Goods or Services to be supplied by the Company to the Customer in accordance with the terms of the Agreement
- 1.15 "Contract Price" - is the initial agreed-upon cost at the time the contract is agreed or signed.
- 1.16 "Contract Amount"- the final total amount paid may include the original contract price plus any subsequent, formally approved adjustments, such as change orders or variations.
- 1.17 "Completion or Completion Date"- is the specific date or timeframe stipulated in a contract by which a party must have fully performed and fulfilled all of its contractual obligations. This date is a legally binding term that serves as a critical performance milestone for both the supplier and the customer.
- 1.18 "Variations" (mentioned at 2.4) - means any change, adjustment, addition, omission, substitution, or modification to the scope of works, design, materials, method of execution, sequence, or timing of the project that is instructed or agreed in writing after the Contract has commenced.
- 1.19 All Variations must be confirmed in writing by the Company and accepted by the Customer before the varied work is carried out. Variations may result in an adjustment to the Contract Price and/or Completion Date, as reasonably determined by the Company
- 1.20 "Liability Period" (mentioned at 4)
- 1.21 "Express Delivery" (mentioned at 5.6)

2. CONDITIONS APPLICABLE

- 2.1 These conditions apply to all contracts for the sale of Goods or Services by the Company to the Customer to the exclusion of all other terms and conditions, including any terms or conditions that the Customer may purport to apply under any purchase order, confirmation of order or similar documents.
- 2.2 All orders for Goods or Services shall be deemed to be an offer by the Customer to purchase Goods or Services pursuant to these conditions.
- 2.3 Acceptance of delivery of the Goods or Service shall be deemed conclusive evidence of the Customer's acceptance to these conditions.

PRIME ATLANTIC GROUP OF COMPANIES

Terms and Conditions – October 2025

- 2.4 Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director or project manager of the Company.
- 2.5 In the event that information given by the Customer to the Company differs from that on which the quotation was based and involves the alteration of the quotation, the Company may increase the price quoted therein to cover any increase in cost that the alteration may incur and amend the delivery date. Any price increases are to be communicated in writing to the Customer and agreed by the Customer prior to the price increase being incurred.
- 2.6 Access to sites must be unrestricted during normal business hours as stated in 1.5. Work outside these may attract a premium.
- 2.7 These terms apply to all quotations, tenders, contracts, or purchase orders accepted by your company unless agreed otherwise in writing.

3. THE QUOTED PRICE AND PAYMENT

- 3.1 The price of the Goods or Service shall be the Company's quoted price which will be binding upon the Company provided that the Customer shall accept the Company's quotation within 30 days after which the Company reserves the right to withdraw or modify the same.
- 3.2 The price is exclusive of VAT which shall be due at the rate ruling on the date of the Company's invoice.
- 3.3 The Customer must pay a deposit if as required by the Company upon the placing of an order. The Customer shall pay an undisputed invoice submitted to it by the Company within 30 days of invoice date to a bank account nominated in writing by the Company.
- 3.4 If the Customer does not pay the balance of the price on the relevant date the Company shall notify the Customer of such default, and if the payment is not made by the Customer within thirty (30) days of the notification the Customer may incur interest on the amount outstanding for the period beginning with the date payment is due following the notification and ending with the date of payment.
- 3.5 Interest will be charged on overdue balances at the rate of 2% over the Bank of England overdraft rate.

4. WARRANTIES & LIABILITY

- 4.1 All other terms, conditions and warranties relating to fitness for purpose, merchantability or condition of the Goods or Service whether made expressly by the Company or its servants or agents or implied by statute at common law or otherwise are excluded.
- 4.2 All installation work will be made in accordance with current British Standards.
- 4.3 Installation works are guaranteed for one year from the date of completion in respect of replacement parts caused by normal wear and tear.
- 4.4 This guarantee will be null and void if the installation has been interfered with in any way by others or through negligence or willful damage. In which case a normal call- out charge will be made for the works and parts required.
- 4.5 Certification of all works will be issued in accordance with the current British Standards. Certificates will be issued upon receipt of final payment.

5. DELIVERY OF GOODS & SERVICES

- 5.1 The Company shall not be held liable for any delay in the commencement, progress, or completion of the Works arising from causes beyond its reasonable control. Such causes may include, but are not limited to, adverse weather conditions, industrial disputes, labour or material shortages, transport delays, equipment failure, fire, flood, acts of God, acts or omissions of the Client or others, changes in law or regulation, or delays in receiving necessary information, instructions, or approvals from the Client or third parties.
- 5.2 Where such delay occurs, the Company shall be entitled to a reasonable extension of time to complete the Works and shall not incur any liability for damages, loss, or costs arising directly or indirectly from the delay.
- 5.3 The Company shall notify the Client as soon as reasonably practicable of any such delay and the anticipated effect on the programme.
- 5.4 The Company will make every endeavour to meet the delivery times for the provision of the Goods or Services that are specified in the quotation, but no guarantee is given as to delivery times which are forecasts only. Time for delivery shall not be of the essence of the contract.
- 5.5 Delivery times shall run from the date of receipt by the Company of the Customer's order in writing or email unless received on a Saturday, Sunday or Bank Holiday it will automatically revert to the following Business Days.
- 5.6 Time for delivery shall be of the essence if the Customer ordered from the Company and specified in the quotation any Goods ordered for express delivery ("Express Delivery").
- 5.7 Upon acceptance of the quotation the Company shall communicate to the Customer the expected delivery date of an Express Delivery. If the Customer fails to be in receipt of the Goods ordered by Express Delivery, then, without affecting any other right or remedy available to it, the Customer may:
 - (a) cancel the order; and/or
 - (b) obtain substitute Goods from another supplier and recover from the Company any costs and expenses

PRIME ATLANTIC GROUP OF COMPANIES

Terms and Conditions – October 2025

reasonably incurred by the Customer in obtaining such substitute Goods.

5.8 Delay in delivery shall not give the Customer the right to cancel an order that is not an Express Delivery, unless in circumstances the delay in the delivery of the Goods is considered by the Customer to be an unreasonable amount of time passed, the Customer shall have the right to cancel the order.

5.9 The Company may deliver the Goods or Service by separate instalments in accordance with an agreed schedule. Each schedule shall be invoiced and paid in accordance with these terms and conditions.

5.10 The failure of the Customer to pay for any one or more of the said instalments on the due dates if undisputed shall entitle the Company (at its sole option)

- 5.10.1 without further notice to suspend further deliveries of the Goods or Service pending payment by the Customer and/or
- 5.10.2 to treat the contract as repudiated by the Customer

5.11 The Customer shall promptly obtain all necessary import licenses, clearances, and other consents necessary for the purchase of Goods.

5.12 The Company shall not be liable for any loss or damage whatsoever due to failure by the Company to deliver the Goods or Service (or any of them or it) promptly or at all.

5.13 The Goods or Service may be delivered to the Customers at the Company's address. The risk in the Goods shall pass to the Customer upon such delivery taking place, upon the Customer confirming receipt of the delivery.

5.14 The Company may arrange for carriage of the Goods to the Customer's address or the address of a third party. The costs of carriage and any insurance that the Customer reasonably directs the Company to incur shall be reimbursed by the Customer without any set off or other withholding whatsoever and shall be due on the date of payment of the price. The carrier shall be deemed to be the Customer's agent.

6. DAMAGE, SHORTAGE AND LOSS

6.1 In the event that the Company delivers the Goods to the Customer, or uses a carrier to do so, the Customer must notify the Company within seven Business Days of delivery of any damage, shortage or loss.

6.2 The Company shall not be liable for any loss or consequential loss arising from such damage or shortage.

7. DEFECTS

7.1 The Customer must notify the Company within seven days of receipt of the Goods or service of any defects in them.

7.2 The Customer shall return the Goods to the Company, at the expense of the Company.

7.3 The Customer may not charge the Company for any work the Customer carries out to rectify a defect without written agreement from the Company.

7.4 If the Customer establishes to reasonable satisfaction that there is a defect in the Goods or there is some other failure by the Company in relation to the Services, then the Company shall, within a reasonable time;

- a) replace such Goods with Goods or Services to a reasonable standard; or
- b) crediting the Customer with the amount given on the quotation

7.5 The Company shall dispatch any rectified Goods to the Customer, carriage paid.

8. ACCEPTANCE OF THE GOODS OR SERVICE

8.1 The Customer shall be deemed to have accepted the Goods or Service seven days after delivery to the Customer.

8.2 After acceptance the Customer shall not be entitled to reject the Goods or Service that are not in accordance with the contract.

8.3 The Company may decide to issue a refund to the Customer in respect of the whole or part of the price of such Goods or Services.

8.4 If the Company elects to replace the Goods or Services pursuant to the purchase order, the Company shall deliver the replacement Goods or Services to the Customer at the Company's own expense.

8.5 If the Customer rejects the Goods due to defect and the Customer has complied with Clause 8.1 the Company shall collect the Goods at the Company's own expense and refund the Customer in full.

9. TITLE AND RISK

9.1 Title and risk shall pass as hereinafter provided.

9.2 The Goods shall be at the Customers risk from delivery or collection as the case may be.

9.3 In spite of delivery being made, property in the Goods shall not pass from the Company until:

- the Customer shall have paid the undisputed invoice plus VAT in full and
- no other sums whatever shall be due from the Customer to the Company.

9.4 Until property in the Goods passes to the Customer in accordance with clause 9.3, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the goods (at no cost to the Company) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Company's property.

PRIME ATLANTIC GROUP OF COMPANIES

Terms and Conditions – October 2025

- 9.5 Notwithstanding, that the Goods (or any of them) remain the property of the Company, the Customer may sell or use the Goods in the ordinary course of the Customers' business at full market value for the account of the Company.
- 9.6 Any such sale or dealing shall constitute a sale or use of the Company's property by the Customer on the Customer's own behalf, and the Customer shall act as principal in making such sales or dealings. Until title to the Goods passes from the Company to the Customer, the entire proceeds of any sale or other disposition of the Goods shall be held in trust for the Company, shall not be mixed with any other funds or paid into any overdrawn bank account, and shall at all times be identifiable as the Company's money.
- 9.7 The Company shall be entitled to recover the price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Company.
- 9.8 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that are the property of the Company. Without prejudice to the other rights of the Company, if the Customer does so, all sums whatsoever owing to the Company shall forthwith become due and payable.
- 9.9 The Customer shall insure and keep insured the Goods to the full price against all risks to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Customer fails to do so, all sums whatsoever owing by the Customer to the Company shall forthwith become due and payable.

10. LIABILITY

- 10.1 Neither parties accepts liability for any direct or indirect cost, damage or expense relating to property or injury or loss to any person firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of materials or for parts thereof supplied by the Company or other consequential loss howsoever arising (except to the extent that any such liability may not be excluded by statute).
- 10.2 The Company's liability whether in respect of one claim or an aggregate arising out of any contract shall not exceed the purchase price payable under the contract.
- 10.3 The Customer's maximum aggregate liability to the Company where in negligence or breach of the contract, or otherwise shall in no circumstances exceed the total fees paid over the preceding 12 month period prior to when the liability arose.
- 10.4 Illustrations, weights, measures, specifications and performance schedules set out in the sales literature of the Company form no part of this contract. The Company warrants that the data, illustrations, weight measures, and specifications provided to the Customer are accurate and complete for the Customer to rely upon.

11. DELIVERED QUANTITY

- 11.1 The Company reserves the right to over or under deliver to the extent of 5% of the quantity given on the quotation, except for batches of 20 or less when the quantity that may be over or under delivered will be on item only. The Company will then invoice pro rata for the appropriate quantity.

12. INTELLECTUAL PROPERTY

- 12.1 The specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Company. Where any designs or specifications have been supplied by the Customer for the manufacture by or to the order of the Company then, the Customer warrants that the use of those designs or specifications for the manufacturing process, assembly or supply of the Goods shall not infringe the rights of any third party.
- 12.2 The Customer shall indemnify the Company in full against all liability and cost of any infringement (alleged and proven) by the Customer of any patent, copyright, or other intellectual or industrial property.
- 12.3 The Customer shall not alter, deface, reproduce or use any of the Company's trademarks.
- 12.4 All drawings, documents and other information supplied by the Company are supplied on the express understanding that the Customer will not without written consent from the Company.
 - give away, loan, exhibit or sell any such drawings or extracts thereof or copies thereof
 - use them in any way except in connection with the components for which they are used.
- 12.5 The Company shall indemnify, defend or hold harmless the Customer for any claim brought against the Customer alleging that the Goods or any Services supplied hereunder infringe any patent or other intellectual property rights, and the Company shall pay all costs, expenses and damages associated with the alleged infringement.

13. CUSTOMER DRAWINGS

- 13.1 The Company accepts no responsibility for the accuracy of information or drawings supplied by the Customer.
- 13.2 The Customer shall indemnify the Company from and against all actions, claims, costs and proceedings that arise due to the manufacture of components according to the drawings and specifications of the Customer, where such drawings and specifications of the Customer shall be erroneous.

PRIME ATLANTIC GROUP OF COMPANIES

Terms and Conditions – October 2025

14. INSOLVENCY OR OTHER DEFAULT OF THE CUSTOMER

14.1 If the Customer fails to make payment for the Goods in accordance with this Contract, commits any other material breach of its obligations, or if any distress or execution is levied upon any of the Customer's property, or if the Customer proposes or enters into any arrangement or composition with its creditors, becomes insolvent or is deemed unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986, or (being a company) any resolution or petition to wind up the Customer (other than for the purpose of a solvent amalgamation or reconstruction) is passed or presented, or if an administrator, administrative receiver, receiver, or manager is appointed over the whole or any part of the Customer's business or assets, or if the Customer becomes subject to any analogous proceedings under the laws of any jurisdiction, then all sums outstanding in respect of the Goods shall become immediately due and payable. In such circumstances, the Company may, at its absolute discretion and without prejudice to any other rights or remedies it may have:

- 14.1.1 suspend all future deliveries of Goods and/or terminate the Contract without liability on its part; and/or
- 14.1.2 exercise any of its rights pursuant to clause 9.

15. INSOLVENCY OR OTHER DEFAULT OF THE COMPANY

15.1 Without effecting any other right or remedy available to it the Customer may terminate this Agreement with immediate effect by giving the Company written notice to the other party if:

- 15.1.1 The Company commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing]to do so;
- 15.1.2 The Company has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this Clause 2.1(c);
- 15.1.3 the Company suspends or ceases, or threatens to suspend or cease, carrying on business; and
- 15.1.4 the Company financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

15.2 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than three (3) months' written notice to the other party.

16. SET OFF AND COUNTERCLAIM

16.1 The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right or set off or counterclaim that the Customer may have or alleged to have or for any reason whatsoever.

17. DISPUTE RESOLUTION

17.1 The company will seek an amicable solution in all circumstances. Where a solution is not agreed, a period of mediation or adjudication shall be entered into. As a last resort the terms of the contract are subject to the law of England and Wales.

18. BACK ORDERS

18.1 The Company shall be entitled to a general lien on all goods of the Customer in the Company's possession (including goods of the Customer that have been paid for) for the unpaid price of all goods sold to the Customer by the Company under this or any other contract.

19. SUB-CONTRACTING

19.1 The Company may license or sub-contract all or any part of its rights and obligations under this contract without the Customer's consent.

20. FORCE MAJEURE

20.1 Neither party shall not be liable for any default due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest, supply chain disruption or any other event beyond the reasonable control of the other party that relieves obligations temporarily.

21. NOTICES

21.1 Any notice required to be serviced pursuant to this contract of sale shall be in writing and serviced by first class post, hand or email on the Company at the Company's registered office or principal place of business, and on the Customer at the Customers registered office or principal place of business.

PRIME ATLANTIC GROUP OF COMPANIES

Terms and Conditions – October 2025

22. PROPER LAW OF THE CONTRACT

22.1 This contract is subject to the laws of England and Wales.

23. CONFIDENTIALITY

23.1 Particulars of the Company's quotations and invoices and therefore purchase orders should remain confidential.

24. GENERAL DATA PROTECTION REGULATION

24.1 Please refer to our GDPR data protection policy and privacy standard under separate cover.