

Terms and Conditions of Sale
Husson UK Limited ("the Company")

1 APPLICATION AND VARIATION

- 1.1 These terms (and any special terms set out on the Company's order confirmation) shall be incorporated in every contract for the sale of goods and services by the Company to any person firm company or organisation ("the Customer") to the exclusion of any other terms or conditions. They can only be varied if agreed in writing by a director or other authorised representative of the Company.
- 1.2 Acceptance by the Customer of a delivery of goods from the Company shall be deemed to constitute unqualified acceptance of these terms.

2 THE PRODUCTS

- 2.1 All descriptions and illustrations contained in any catalogue, price lists and advertisements or otherwise communicated by the Company to the Customer are for information purposes only, and nothing contained in any of them shall form part of any contract between the Company and the Customer.
- 2.2 Whilst the Company will endeavour to supply all goods in accordance with any samples shown or provided to the Customer, it is agreed that any samples are provided solely to enable the Customer to judge the quality of such goods and not so as to constitute a sale by sample. The Customer shall bear the risk that any goods supplied by the Company correspond with any sample or otherwise satisfy the Customer's requirements as to the quality, condition or sufficiency of such goods for any purpose.
- 2.3 If the goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a design or specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the use by the Company of the Customer's design or specification.
- 2.4 Where a BSI code or specification is given or applicable, the Company will provide quotations for manufacturing or producing goods to the pattern or code specified. The Company reserves the right to make any changes in the specification of the goods which are required to conform with any applicable statutory or EC requirements or, where the goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

3 ORDERS AND DELIVERY

- 3.1 The Company will not be bound by any order submitted by the Customer until it is accepted by the Company and, save as set out in clause 3.6 below, the Customer may not cancel any accepted order without the Company's prior written consent.
- 3.2 Delivery of each instalment of goods shall be subject to availability of the goods in question and any time of delivery is an estimate only. The Company shall not be liable in the event that any failure or delay in delivery shall be due to war, acts of terrorism, riot, explosion, fire, flood, strike, lock-out, shortage of raw materials, labour, fuel, parts or machinery, power failure or mechanical breakdown or any other cause beyond the Company's control ("a Force Majeure Event").
- 3.3 Should the Company be prevented from or hindered in delivering all or any part of any order by reason of a Force Majeure Event, the time for delivery shall be extended for a period corresponding to the duration of such Force Majeure Event. The Company shall deliver and the Customer shall take and pay for such part of any order as the Company shall have been able to deliver to the Customer notwithstanding the occurrence of such Force Majeure Event.
- 3.4 The Company may suspend deliveries or terminate any contract if any payment by the Customer is overdue or if the Company has reasonable grounds to doubt the Customer's solvency. All the invoices owed to the Company, whether or not currently due, are then immediately payable.
- 3.5 The Company reserves the right to deliver and/or invoice goods by instalments and each delivery will constitute a separate contract. Any failure of or defect in any one delivery will not affect any contract in respect of that or any other delivery.
- 3.6 If delivery of an order has not been made within 2 months of the estimated delivery date, the Customer shall be entitled to cancel such order, but the Company shall in no circumstances be liable to compensate the Customer in damages or otherwise for late delivery or non-delivery of all or any of the goods ordered for whatever reason or for any consequential or other loss otherwise arising therefrom.
- 3.7 All goods shall be delivered to the Customer's premises indicated on the order form or to such other location as may be agreed with the Company at the time of acceptance of the Customer's order.

4 PAYMENT

- 4.1 The following payment terms shall apply in relation to Customers designated by the Company as Premium Customers:
- 4.1.1 Goods shall be invoiced on the date of despatch from the Company's premises;
- 4.1.2 Services shall be invoiced as follows:
- (a) On completion of the contract where the duration of the contract is four weeks or less;
 - (b) Monthly where the duration of the contract is longer than four weeks;

- (c) On the date when the Company ceases work on any contract which it is unable to complete due to a Force Majeure Event or where an Event of Default occurs in relation to the Customer.

4.1.3 All invoices shall be paid 28 days after the date of invoice.

- 4.2 In the case of all other Customers the price for the goods or services shall be invoiced on the date of acceptance of the Customer's order and shall be paid in three equal instalments, one third on acceptance of the Customer's order, one third on the date of delivery of the goods or the commencement of supply of the services and one third on the last day of the month following the month in which delivery is made or the supply of services is completed unless expressly agreed otherwise.
- 4.3 The Company shall be entitled to charge interest at the rate of 1.5% per month on all outstanding sums from the due date until the date of actual payment.
- 4.4 The Company may recover as a debt from all Customers on a full indemnity basis all solicitors and other costs charges and expenses incurred in connection with the recovery of all outstanding monies.
- 4.5 The whole of the price of all goods purchased by any Customer shall fall due and payable without demand immediately on the happening of any Event of Default (as defined in clause 9.4 below).
- 4.6 The failure of the Customer to pay any part of the price for any goods supplied by the Company on the due date for payment shall be a breach of condition entitling the Company to treat that failure as a repudiation of the whole contract by the Customer and to recover damages for such breach.

5 PRICE

- 5.1 The price payable for the goods is the price prevailing at the date of despatch. The Company reserves the right to vary the price of any goods at any time without written notice.
- 5.2 All prices quoted to the Customer, unless otherwise stated, are for delivery "ex-works" and are exclusive of VAT or any other levy or duty which may be charged in the UK or the country of destination. Any such levy or duty shall be paid by the Customer. Unless otherwise agreed the cost of delivery shall be borne by the Customer.
- 5.3 Unless otherwise specified, packing cases and pallets will be charged for separately but will be credited in full on return to the Company, carriage paid and in good condition, within one month of the date of delivery to the Customer.
- 5.4 The price excludes all design, survey, installation and inspection charges which will be charged separately.

6 USE

- 6.1 The Customer will comply with all instructions that are supplied with or accompanying any goods and will install such goods and ensure that they are maintained in a safe and proper manner so as to minimise any risk to the health or safety of any person.
- 6.2 The Customer shall indemnify The Company against all actions, suits, claims, demands, losses, charges, costs and expenses which The Company may suffer or incur in connection with any claim arising out the failure of the Customer to comply with its obligations in clause 6.1 above.

7 CANCELLATION AND RETURNS

- 7.1 The Customer may not cancel the contract without the Company's consent, which if given shall be deemed to be on the express condition that the Customer shall indemnify the Company against any loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.
- 7.2 The Company does not supply goods on a sale or return basis and The Company will not accept any returned goods under any circumstances without prior written approval in each case.

8 SHORTAGES AND DAMAGE

- 8.1 Any shortage or other discrepancy in or damage to the goods established by a bailiff or an expert-inspection company depending on the amount of the loss and damage must be notified by the Customer to The Company by telephone within forty-eight (48) hours of delivery, and confirmed in writing within seven (7) days of delivery. Any loss shall be notified to The Company in writing within seven (7) days of receipt of the monthly statement on which the relevant order appears and time of notification shall be of the essence in all cases.
- 8.2 If the Customer fails to give such notice the goods shall be presumed conclusively to conform in all respect with the contract and the Customer shall be deemed to have accepted such goods accordingly. If the Customer establishes to The Company' reasonable satisfaction that any goods supplied by The Company are not in accordance with the contract, The Company be entitled to replace the goods (or the part in question) free of charge or, at its sole discretion, refund to the Customer the price of the goods (or a proportionate part of the price), but The Company shall have no further liability to the Customer.
- 8.3 In the event that goods are lost or damaged in transit The Company shall not be liable for loss of profit or any other consequential loss and its liability shall in no case exceed the price of the goods in question.

9 TITLE AND RISK

- 9.1 The goods shall be at the Customer's risk from the time of delivery.
- 9.2 Notwithstanding delivery and passing of risk, the legal title to and property in the goods shall belong to The Company until the Customer has paid the price for the goods together with VAT, any accrued interest and any other amounts due in respect of the goods and all other amounts owed by the Customer to The Company.

- 9.3 Until property in the goods has passed, the Customer shall be in possession of the goods in a fiduciary capacity and shall not sell or part with possession of them (except as permitted below) or create or allow any charge, lien or other encumbrance to arise over them. The Customer shall take proper care of the goods, and keep them insured for their full replacement value.
- 9.4 The Company may repossess and resell any goods which remain its property, and The Company's consent to the Customer's possession of them and any right the Customer may have to sell them shall automatically cease, on the occurrence of any following events ("Events of Default"): (i) any payment by the Customer to The Company is overdue, or (ii) the Customer becomes unable to pay its debts as they fall due, or (iii) insolvency or similar proceedings are commenced in relation to the Customer, or (iv) an administrative receiver is appointed in respect of all or a material part of the Customer's assets or business.
- 9.5 The Customer shall permit the Company and its representatives to enter the Customer's premises during normal business hours to inspect and/or repossess goods which remain the Company's property.
- 10 WARRANTIES AND LIMITATION OF LIABILITY
- 10.1 If during the period of 12 months from the date of delivery of the goods, the Company is notified of a defect in the goods which is due to a fault in design, manufacture or materials, the Company will replace or (at its option) repair the faulty part free of charge provided that:
- 10.1.1 The goods have been properly installed, used and maintained in accordance with the Company's instructions or recommendations (if any) and all national and EC laws and regulations regarding the installation and maintenance of the goods and provided further that the goods have not been modified in any way.
- 10.1.2 The fault is not due to accidental or wilful damage or interference with the goods or maintenance carried out by any person other than the Company or its duly authorised representatives;
- 10.1.3 Where the goods have been manufactured to the Customer's design or specification, the fault does not relate to the Customer's design or specification;
- 10.1.4 The fault is not as a result of fair wear and tear alone.
- 10.2 Without prejudice to the foregoing, and subject to the exclusions and limitations of liability in clauses 10.3 to 10.6 below the following additional warranties shall apply to certain ranges of the Company's goods as follows:
- 10.2.1 Costocolor and Minicolor Ranges
For a period of 15 years from delivery of goods from the Costocolor and Minicolor ranges, the Company will replace or (at its option) repair any component, which is faulty as a result of any defect in design, manufacture or materials as follows:
- Structural components from the Costocolor and Minicolor ranges comprising the posts and assembly clamps;
 - Any other components from the Costocolor range which are non-moveable and made entirely from metal or hardwood.
- All other components and moveable parts such as nets, slides and games are warranted for a period of 12 months on the terms set out in clause 10.1.
- 10.2.2 Magicolor Range
For a period of 10 years from delivery of goods from the Magicolor range, the Company will replace or (at its option) repair any component which is faulty as a result of any defect in design, manufacture or materials as follows:
- Stainless steel structure;
 - Stainless steel bolts;
 - Cast aluminium connecting balls;
 - HPL Panels;
- Slides and all other components and materials are warranted on the terms set out in clause 10.1, for a period of three years from delivery of the relevant goods.
- 10.3 The warranties in clause 10.2 shall not apply to goods in the Costocolor or Minicolor ranges which are sited in areas which do not satisfy the climatic requirements or recommendations of the Company, including locations which are subject to above average airborne salinity, pollution, mountainous regions or areas subject to frequent frosts. Such warranties shall also be subject to the Company receiving the Customer's warranty registration form, duly completed, and to the Company completing its routine inspection of the goods to its satisfaction. Such inspection shall be carried out by the Company or its duly authorised representatives at the Customer's request and cost not less than once every three years.
- 10.4 Subject as expressly provided herein, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.5 Except in respect of death or personal injury caused by the its negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Customer, and the entire liability of the Company under or in connection with the contract shall not exceed the price of the goods, except as expressly provided herein.

11 USE OF GOODS

- 11.1 The Customer shall not remove any directions or label affixed to the goods referring any user thereof to the instructions and/or recommendations for use or installation of the goods. The Customer shall ensure that all persons using such goods shall be made aware of and shall comply in all respect with any information, recommendations or instructions published by the Company packed with the goods or referred to in its catalogues or brochures or which the Company has otherwise notified to Customer as to the use for which such goods were designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health for the purposes of satisfying its obligations under any statute for the time being in force relating to health and safety at work (hereinafter referred to as "Instructions for Use").
- 11.2 If any goods are resold by the Customer, the Customer shall bring to the attention of its purchaser all Instructions for Use and on such resale the Customer shall obtain an enforceable undertaking from its purchaser not to remove any directions or other label affixed to the goods referring any user thereof to the Instructions for Use and, if the goods are to be used by such purchaser at work, that such purchaser will take steps as necessary to ensure that all users of the goods are made fully aware of and comply in all respects with the Instructions for Use.
- 11.3 Where the goods have been manufactured according to designs or specifications specified by the Customer, the Customer represents and warrants to the Company that the Customer has or will have satisfied itself that all necessary tests and examinations have been made or will be made prior to the goods being brought into use to ensure that the goods are manufactured so as to be safe and without risk to health or safety of workmen or others using the same, and it will take such steps as are necessary to ensure that all users of the goods will receive adequate information about the use for which they are designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 11.4 The Customer shall indemnify the Company against all actions, suits, claims, demands, losses, charges, costs and expenses which the Company may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the undertakings, representations and warranties on the part of the Customer contained in this clause 11.

12 NOTICES

- 12.1 Any notice required to be given under these conditions shall be in writing addressed to the other party at its registered office or principal place of business.
- 12.2 Any notice shall be delivered personally or sent by first class pre-paid post and if delivered in person shall be deemed to have been received upon delivery or if posted 48 hours after the date of posting.

13 GENERAL

- 13.1 If any term or provision of these conditions shall be found to be illegal invalid or unenforceable then they shall remain in full force and effect but with such term or provision omitted from it.
- 13.2 Each order is personal to the Customer and may not be assigned or transferred to any other person firm company or organisation without The Company' prior written consent.
- 13.3 No relaxation, forbearance delay or negligence by either party in enforcing any of these terms and conditions or the granting of time by either party to the other shall prejudice affect or restrict the rights and powers of that party.
- 13.4 The Customer acknowledges that there are no innocent or negligent representations outside these terms which have induced him to enter into the contract (which express on shall include any contract of which these terms form part).

14 APPLICABLE LAW

- 14.1 These terms and each contract of sale shall be governed by English law.

HUSSON PLAY EQUIPMENT, SPORTS EQUIPMENT AND STREET FURNITURE WARRANTIES:

CAMELEO, PICCOLO, MAGICOLOR, VERTIGO and SOLO play equipment ranges as well as street furniture are covered by a 10 year warranty under normal circumstances.

The parts concerned are as follows:

- Steel structure
- Cast aluminium connectors
- Stainless steel fixings
- HPL panels
- Non moveable metallic parts.

The mechanical strength of the above elements have a ten-year warranty covering breakage due to manufacturing defects or material defects. The other **CAMELEO, PICCOLO, MAGICOLOR, VERTIGO SOLO** components and slides are covered by a three-year warranty.

COLORADO sports equipment ranges are covered by a 10 year warranty.

The parts concerned are as follows:

- 89mm posts
- 60mm posts
- Clamps
- Stainless steel fixings

The mechanical strength of the above elements have a ten-year warranty covering breakage due to manufacturing defects or material defects.

COLORADO panels have a 5 year warranty covering breakage due to manufacturing defects or material defects.

Mechanical mechanism, bearings, catches, ropes and hinges have a guarantee of 1 year.

LONGEVITY:

Our experience shows that our steel ranges last in excess of 25 years with minimal maintenance, due to the use of high quality materials and surface treatments.

Conditions:

The carriage, assembly or dismanting cost of the exchanged or repaired parts is at the charge of the customer

The warranty excludes:

- . Damage due to improper use of the equipment or vandalism.
- . Damage due to insufficient maintenance that does not adhere to the Husson maintenance recommendations or the European standard concerning play equipment maintenance.
- . Modifications or remedial work carried out by persons other than Husson or their authorised contractors
- . Material installed by the purchaser that doesn't adhere to the Manufacturer's assembly instructions and drawings

Exclusions:

Equipment installed near the sea, in regions with frequent frosts or on sites that are particularly polluted.

Husson Product Guarantee 10 Years



Subject to terms and conditions



10 YEAR GUARANTEE
10
Years
HISSON PRODUCT



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