

Total Trees Purchase Order Terms and Conditions

Version 1.0 issued 29th March 2018

1 DEFINITIONS

In these conditions, the following terms shall have the following meanings:

"Contract" means the Supplier's acceptance of the Order.

"Delivery Address" means the delivery address identified in the Order.

"Delivery Date" means the delivery date stated on the Order and if no such date is specified then delivery shall take place within 28 days of the Order or such other date confirmed in writing by Total Trees to the Supplier.

"Goods" means any goods or services in the Contract to be bought by Total Trees from the Supplier (including any part or parts of them).

"Total Trees" means Total Tree Solutions UK Ltd and its associated companies (the Company name appearing on the order shall be conclusively binding as to which Total Trees entity the order relates).

"Order" means Total Trees purchase order specifying the Goods or services.

"Supplier" means the company, firm or person to whom the Order is issued.

2 APPLICATION OF CONDITIONS

These conditions are the only conditions upon which Total Trees is prepared to deal with the Supplier. Despite any contrary conditions of acceptance in the Supplier's quotation, conditions of sale, tender or similar document (in respect of which the Supplier waives any right it may otherwise have to rely on such terms and conditions) these conditions shall govern the Contract to the entire exclusion of all other terms and conditions. Each Order for Goods by Total Trees is deemed to be an offer by Total Trees to buy Goods subject to these conditions. An Order is accepted by the Supplier either expressly giving notice of acceptance or impliedly by supplying the Goods (in whole or in part) which are the subject of the Order. Any addition or alteration to this order is invalid unless confirmed in writing by Total Trees.

3 ACKNOWLEDGMENT

The Supplier must acknowledge the Order and indicate to Total Trees a despatch date for the Goods/Services within seven (7) days of the date of the Order, such date shall be as soon as practicable having regard to the Delivery Date. The Order number must be quoted on all advices, invoices, credit notes and correspondence from the Supplier to Total Trees relating to the Goods/Services.

4 QUALITY

The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and be fit for the purpose of their description. If any of the Goods fail to comply with this standard, Total Trees shall be entitled to return the Goods at the Supplier's expense and risk and refuse to accept any further deliveries of the Goods but without any liability to Total Trees, further at the option of Total Trees the Supplier shall make good, replace free of charge or give a full refund/credit for the defective Goods. Total Trees exercise of its rights under this condition 4 shall be without prejudice to any rights it may have under the Sale of Goods Act 1979 or otherwise under this

Contract to claim such damages as may have been sustained in consequence of the Supplier's breach of this Contract. In delivering the Goods and services the supplier shall comply at all times with all applicable law.

5 PRICE

The price of the Goods shall be as stated in the Order and unless otherwise agreed in writing shall be exclusive of value added tax but inclusive of all other charges including carriage. Prices applicable at the placing of the Order shall be maintained unchanged during the period of validity of the Contract or during the delivery period of the Goods. No variation in the price nor extra charges shall be accepted by Total Trees.

6 DELIVERY

The Goods shall be delivered, carriage paid, to the Delivery Address. The Supplier shall ensure that each delivery is accompanied by a delivery note which shows the Order number, date of Order, number of packages and contents and in the case of part delivery the outstanding balance remaining to be delivered. Excess quantities of Goods not ordered shall be at the Supplier's risk and shall be returnable only at the Supplier's expense. Time for delivery shall be of the essence. If the Supplier fails to deliver any Goods by the Delivery Date Total Trees shall (without prejudice to any other rights or remedies) be entitled (at its option) to cancel the Contract in whole or in part, refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make, recover from the Supplier any expenditure reasonably incurred by Total Trees and/or claim damages for any additional costs, loss or expenses incurred by Total Trees which are attributable to the Supplier's failure to deliver the Goods by the Delivery Date. The Supplier shall be liable for any damages caused by them or their agent during delivery. Total Trees shall not be deemed to have accepted the Goods until it has had seven (7) days to inspect them following delivery. Total Trees is entitled at any time to inspect the Goods during manufacture and/or before delivery. Such inspection shall not relieve the Supplier of any obligation or liabilities under this Contract. Total Trees may, (without prejudice to any other rights or remedies) be entitled (at its option) to cancel the Contract in whole or in part if there is reason to believe that the Goods are not of the correct quality or will be delivered late.

7 LIQUIDATED DAMAGES/SUPERIOR CONTRACTS

To the extent Total Trees is obliged to provide the Goods to a third party under a superior contract, the Supplier acknowledges that Total Trees may suffer additional costs, loss, deductions, penalties or other expenses under the superior contract as a result of the Supplier's breach of this Contract. The Supplier accepts and shall be deemed to be on notice that Total Trees shall be entitled to recover such costs, losses, deductions, penalties or other expenses from the Supplier to the extent attributable to the Supplier's breach of this Contract.

8 INFORMATION/DRAWINGS

The Supplier warrants that all information contained in the drawings or any other documents relating to the Goods as supplied by it is correct and shall be responsible for any discrepancies errors or omissions contained in such documents and/or drawings.

9 RISK AND OWNERSHIP

The Goods shall remain at the risk of the Supplier until delivery to Total Trees is complete (including off-loading, stacking and any inspection) when ownership of the Goods shall pass to Total Trees. Goods damaged or lost up to the point of acceptance shall be made good or replaced at the Supplier's expense.

10 TOTAL TREES'S PROPERTY

Materials, equipment, tools and like articles, copyright, design rights, trade marks, logos or any other forms of intellectual property, branding or identifying marks, rights in all drawings, specifications and data supplied by Total Trees to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods, or the procurement of services shall at all times be and remain the exclusive property of Total Trees but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Total Trees and shall not be used or communicated to any third party otherwise than as authorised by Total Trees in writing.

11 CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Total Trees and any other confidential information concerning Total Trees' business. The Supplier shall undertake at Total Trees' direction to destroy or return the confidential information.

12 INDEMNITY

The Supplier shall keep Total Trees fully indemnified against all direct, indirect or consequential liabilities (including loss of profit, loss of business, depletion of good will and like loss), loss, damages, injury, costs and expenses awarded against or incurred by Total Trees as a result of or in connection with defective workmanship, quality or materials and/or an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods and/or any claim made against Total Trees ES in respect of any liability, loss, damage, injury, cost or expense sustained by Total Trees employees or agents or by any customer or third party to the extent that the same relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

13 INSTALLATION AT SITE

If the Order requires erection or installation of equipment by the Supplier such erection or installation shall additionally be subject to any reasonable instructions communicated to the Supplier by Total Trees relating to such erection or installation (including any relevant site rules).

14 ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign sub-contract the whole or any part of this Contract without the prior written consent of Total Trees. Total Trees may assign the Contract or any part of it to any person, firm or company.

15 FORCE MAJEURE

Total Trees reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the quantity of Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Total Trees including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes, or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers of inability or delay in obtaining supplies of adequate or suitable materials. Total Trees shall not be liable to the Supplier or be deemed to be in breach of this agreement by reason of exercising

its right of deferral or cancellation under this condition 15.

16 TERMINATION

Total Trees may terminate this Contract if an order is made or a petition is presented for the bankruptcy of the Supplier or any motion is passed or order made for the winding up or dissolution of the Supplier (except in the case of a voluntary amalgamation or reconstruction) or any notice of intention to appoint an administrator is filed in respect of the Supplier. Total Trees may also terminate this contract if in its reasonable opinion the Supplier has a poor financial credit rating. Total Trees may terminate this Contract with immediate effect if the Supplier is in material breach of any term of this Contract. Total Trees may terminate this Contract at any time on ten working days' notice subject to paying the Supplier their justified out of pocket expense.

17 INVOICE AND PAYMENT

Invoicing - The Supplier must send an email to Total Trees at accounts@totaltrees.com with the title "Invoice" followed by the Total Trees purchase order number. The email should contain a detailed priced invoice bearing the Order number to which the invoice relates. Such invoice must be sent no later than the 7th day of the month following delivery of the Goods. Total Trees shall be entitled to reject invoices that relate to more than one Order number. Where payment by instalments has been agreed all invoices must clearly show the value of that part of the Order being invoiced, the cumulative value of all previous invoices issued in respect of the Order and the outstanding balance of the total Order remaining to be invoiced by the Supplier. Failure by the Supplier to comply with these invoice requirements may result in payment delays.

Payment – Unless otherwise previously agreed in writing by Total Trees, Total Trees shall pay the price of the Goods properly invoiced by the Supplier 30 days from the end of the month of receipt by Total Trees of the Supplier's invoice. Without prejudice to any other right or remedy, Total Trees reserves the right to set off any amount owing at any time from the Supplier to Total Trees against any amount payable by Total Trees to the Supplier under this Contract.

18 GENERAL

The laws of England shall govern this Contract and the parties submit to the exclusive jurisdiction of the English courts. Each right or remedy of Total Trees under this Contract is without prejudice to any other right or remedy of Total Trees whether under this Contract or not.