

**SHRED STATION - TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Terms and Conditions the following expressions shall have the following meanings unless inconsistent with the context:  
"Business day" a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;  
"SS" Shred Station Limited, a company incorporated and registered in England and Wales with company number 06359828;  
"Containers" containers, including without limitation bins, bags and boxes, supplied by SS to the Customer;  
"Contract" the contract between SS and the Customer for the supply of the Goods and/or Services in accordance with these Terms and Conditions and the information specified in the Order;

"Customer" the person(s), firm or company to whom SS sells the Goods and/or for whom it provides the Services under the Contract;  
"Customer Service Agreement" SS's customer service agreement setting out specified information about the Goods and/or Services ordered by the Customer;

"Force Majeure" an event beyond the reasonable control of SS including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of SS or any other party), failure of a utility service or transport network, protest, act of god, war, terrorist attack, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or adverse weather conditions, or default of suppliers or subcontractors, or fluctuations in the market for recycled materials (including without limitation paper); any Goods which SS supplies to the Customer (including any of them or any part of them) under a Contract (including, without limitation, Containers);

"Goods" has the meaning set out in Condition 3.4;  
"Hazardous Materials" the materials to be destroyed by SS under the Contract as specified in the Order and unless otherwise agreed between SS and the Customer in writing shall be limited to paper, plans, documents, drawings, microfiche, tapes, diskettes, cassettes, film, computers (including hard-drives), credit and identity cards, components and hardware, clothing, printing plates and negatives;

"Materials" the materials to be destroyed by SS under the Contract as specified in the Order and unless otherwise agreed between SS and the Customer in writing shall be limited to paper, plans, documents, drawings, microfiche, tapes, diskettes, cassettes, film, computers (including hard-drives), credit and identity cards, components and hardware, clothing, printing plates and negatives;

"Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer Service Agreement;  
"Services" loan of the Containers to the Customer, collection of the Materials from the Service Point, the destruction of the Materials by SS by any method which it shall at its discretion choose, and any other incidental or ancillary Services supplied by SS to the Customer;

"Service Point" the location notified by the Customer to SS where SS will collect the Materials or deliver the Goods;  
"Terms and Conditions" the standard terms and conditions of sale set out in this document (as amended from time to time) together with any special terms agreed in writing between the Customer and SS.

12 The headings in these Terms and Conditions are for convenience only and shall not affect their construction or interpretation.  
13 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted.

**2. FORMATION, INCORPORATION AND DURATION**

2.1 The Order constitutes an offer by the Customer to purchase the Goods and/or the Services in accordance with these Terms and Conditions and the Customer must ensure that the terms of the Order are complete and accurate.  
2.2 No Contract shall come into existence until the Order is either accepted by SS's written acceptance, or otherwise by SS delivering the Goods and/or commencing with the provisions of the Services.  
2.3 Permitting the Customer to accept the Order by SS as specified in the Order shall be deemed conclusive evidence of the Customer's acceptance of the Contract.  
2.4 Any quotation given by SS shall not constitute an offer, and is only valid for a period of 30 Business Days from the date of issue provided that SS has not previously withdrawn it.  
2.5 The Services supplied under the Contract shall continue to be supplied for the duration specified in the Customer Service Agreement or in the absence of a Customer Service Agreement, for a period of 12 months starting from the date of the first collection of the Materials from the Service Point by SS (Initial Term), and shall continue thereafter pursuant to Condition 2.6 unless either party has given to the other not less than 90 days' notice, such notice to expire on the date specified in the Customer Service Agreement or in the absence of a Customer Service Agreement, on the expiry of the Initial Term, to terminate the Contract or the Contract is terminated earlier by SS.

2.6 Subject to clause 2.5, this Contract shall automatically extend for a further 12 month period (Extended Term) at the expiry of the Initial Term and at the end of each successive Extended Term, unless, either party has given to the other not less than 90 days' notice, such notice to expire on the last day of the Extended Term, to terminate the Contract or the Contract is earlier terminated by SS in accordance with Condition 11.  
2.7 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on, and SS shall have no liability to the Customer in respect of, any statement, promise or oral or written representation made or given by or on behalf of SS which is not set out in the Contract.

2.8 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom practice or course of dealing.  
2.9 No variation to these Terms and Conditions shall be effective unless in writing signed by an authorised representative of SS.

**3. SERVICES**

3.1 SS will perform the Services and may make any changes to the Services or provision of the Services which are required to conform with any applicable safety or other statutory or regulatory requirements or do not materially affect their quality or performance.  
3.2 Unless agreed otherwise in writing between the parties, risk of loss of the Materials and ownership of the Materials shall pass to SS once the Materials have been loaded by SS from the Service Point onto SS operated vehicles.  
3.3 The Containers are the property of SS and the Customer shall only use the Containers for the Materials and in accordance with any verbal or written instructions given by SS for their use and shall not remove the Containers from the Service Point without the prior written consent of SS.

3.4 Unless otherwise expressly agreed in writing between SS and the Customer, the Customer shall exclude from the Materials any materials which could cause damage or injury to persons or property or are in any way whatsoever hazardous, including without limitation, any glass, metal, matches, carbon fibre, combustibles, liquid, flammable, corrosive or hazardous materials (Hazardous Materials). Where the Customer has included in the Materials any Hazardous Materials, SS shall be entitled to refuse to handle or perform the Services on the Hazardous Materials and, at the Customer's cost, may at its option:-  
3.4.1 return (or arrange for the return of) the Hazardous Materials to the Customer; or  
3.4.2 arrange for the destruction of the Hazardous Materials. If necessary by a third party with expertise in the destruction of such Hazardous Materials; or  
3.4.3 require the Customer to collect the Hazardous Materials.

3.5 Unless agreed otherwise in writing between the parties, it shall be the responsibility of the Customer to place the Materials in the Containers and SS shall not be under any obligation to remove from the Service Point any materials which are left on or near the Containers.  
3.6 The Customer shall indemnify and keep indemnified and hold harmless, SS against all liabilities, costs, expenses, damages and losses (including, without limitation, any direct or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by SS arising out of or in connection with any Containers collected by SS from the Service Point containing any Hazardous Materials.

**4. CONFIDENTIALITY AND DATA PROTECTION**

4.1 The parties acknowledge that the Materials may contain Personal Data as defined under the Data Protection Act 1998 ("Act") and that the Customer is a Data Controller and SS is a Data Processor for the purposes of the Act under the Contract.  
4.2 SS shall use its reasonable endeavours:  
4.2.1 to maintain appropriate security measures against unauthorised processing of, access to or disclosure of the Materials; and  
4.2.2 to keep the Materials confidential and secure until their destruction; and  
4.2.3 to destroy where possible the Materials within 24 hours of collection of the Materials from the Service Point (but if SS does not meet this timescale it shall not comprise a breach of the terms of these Terms and Conditions); and  
4.2.4 not to pass the Materials to any third party unless required to do so by law; and  
4.2.5 not to take any copies of the Materials; and  
4.2.6 to ensure the reliability of its personnel and to place procedures in place for appropriate training for such personnel.

4.3 The provisions of Condition 4.2 shall also where relevant, apply to any information of a confidential or proprietary nature (including information imparted orally) relating to the Customer's business, customers, suppliers revealed to or learnt by SS under the Contract, save that this condition shall not apply to information (other than Personal Data under the terms of the Act), in so far as such information:  
4.3.1 has ceased to be secret without default on the part of SS; or  
4.3.2 was already in SS' possession prior to disclosure by the Customer; or  
4.3.3 has been received from a third party who did not acquire it in confidence; or  
4.3.4 is in the public domain otherwise than through breach of this Agreement.

**5. PRICE**

5.1 Unless otherwise agreed in writing between the parties, the price for the Goods and Services shall be the price set out in the Order and is exclusive of any value added tax or other applicable sales tax or duty which shall be added to the sum in question.  
5.2 The price for the Goods is given on an ex-works basis and where the delivery under Condition 16.1 is to a place other than at SS' premises, the Customer shall pay SS' charges for transport, packaging, loading, unloading and insurance in addition, such sums to amount to be added to the relevant invoice.

5.3 The replacement or repair cost of any Containers which have been lost or damaged by the Customer whilst in the possession of the Customer, will be paid for by the Customer in addition to the price for the Services.  
5.4 SS shall be entitled to increase the prices of the Goods or Services by giving notice to the Customer:  
5.4.1 following any changes in the Services or Goods made at the request of the Customer and agreed by SS, or to cover any extra expense as a result of the Customer's instructions, or failure by the Customer to give adequate or accurate information or instructions; and  
5.4.2 if SS considers an increase in price to be justified by any material increase in the price of materials or cost of labour or any other overheads, or in relation to the Services.

**6. PAYMENT**

6.1 Subject to Condition 6.2, SS may invoice the Customer on or at any time after delivery of the Goods or performance of the Services commences and subject to Condition 6.5, the Customer shall pay each invoice submitted by SS in pounds sterling within twenty Business Days after the date of such invoice.  
6.2 SS at its absolute discretion may invoice any Customer in advance of delivery of the Goods and/or providing the Services to that Customer and reserves the right not to deliver the Goods or provide the Services until SS has received payment in full of the invoice from the Customer.  
6.3 Time for payment shall be of the essence.  
6.4 No payment shall be deemed to have been received until SS has received the payment in cleared funds.

6.5 All sums payable to SS under the Contract shall become due immediately upon termination of the Contract.  
6.6 All payments to be made by the Customer under the Contract shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.  
6.7 All payments to be made by the Customer under the Contract shall be made in full without deduction of or withholding for or on account of any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Customer is required by law to make any such deduction or withholding.  
6.8 SS may set off any payment made by the Customer to SS to such of the invoices for the Goods or Services as SS thinks fit, despite any purported appropriation by the Customer.  
6.9 If any sum payable under the Contract is not paid when due then, without prejudice to SS's other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, whether before and after any judgment, at 4% per annum over the Bank of England's base rate from time to time and SS shall be entitled to suspend deliveries of the Goods or performance of the Services until the outstanding amount has been received by SS from the Customer.

6.10 Unless otherwise agreed in writing between SS and the Customer, if the Customer fails to pay any invoice within 20 Business Days of the date of the invoice in question or if the Customer becomes, or SS considers that it might become, subject to any of the events listed in Condition 11.2.2, SS shall be entitled to refuse to handle any Materials and/or perform any Service and, at the Customer's cost, may at its option:-  
6.11 return (or arrange for the return of) the Materials to the Customer; or  
6.12 arrange for the destruction of the Materials. If necessary by a third party with expertise in the destruction of such Materials; or  
6.13 require the Customer to collect the Materials.

**7. INSTALMENTS**

7.1 Each separate stage or collection may be invoiced separately by SS and must be paid for in accordance with the provisions of these Terms and Conditions.  
8. **PERFORMANCE**  
8.1 SS shall use its reasonable endeavours to perform the Services or deliver the Goods within the time agreed under the Contract and if no time is agreed then within a reasonable time, but the time of performance or delivery shall not be of the essence. If, despite those endeavours, SS is unable for any reason to fulfil any performance on the specified date, SS shall not be deemed to be in breach of the Contract, nor, for the avoidance of doubt, shall SS have any liability to the Customer for direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) or damage however caused (including as a result of negligence) by any failure or failure in delivery or performance except as set out in this condition. Any delay in delivery or performance will not entitle the Customer to cancel the Contract unless and until the Customer has given 20 Business Days written notice to SS requiring the delay or performance to be made and SS has not fulfilled the delay or performance within that period. If the Customer cancels the Contract in accordance with this Condition 8.1 then:  
8.1.1 SS will refund to the Customer any sums which the Customer has paid to SS in respect of the Contract or part of the Contract which has been cancelled; and  
8.1.2 the Customer will not be liable to make any payment in respect of the Contract or part of the Contract which has been cancelled.

**9. WARRANTY, EXCLUSION OF LIABILITY AND INDEMNITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

9.1 The following provisions and the provisions of Conditions 8 and 10 set out the entire liability of SS (including, without limitation, any liability for acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:  
9.1.1 any breach of the Contract; and  
9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.  
9.2 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982) are excluded from the Contract to the fullest extent permitted by law.  
9.3 Nothing in these terms and conditions shall limit or exclude the liability of SS for death or personal injury caused by SS' negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation.  
9.4 Without prejudice to any other term of the Contract, SS shall not be liable to the Customer for any damages, claims or costs the Customer incurs as follows:-  
9.4.1 as a result of a failure by the Customer to place the Materials in the Containers (including without limitation where a Customer deposits Materials on or near the Containers but not in the Containers); or  
9.4.2 where the Customer places Materials in error in the Containers; or  
9.4.3 where, at the request of the Customer, SS collects Materials or any other materials of any nature from the Service Point which either have not been placed in the Containers or have been placed in containers which have not been supplied by the SS; or  
9.4.4 where damage to property is caused at the Service Point resulting from what are, in the sole opinion of SS, difficulties of access and removal of Materials particular to that Service Point.

9.5 Subject to Conditions 9.2, 9.3 and 9.4:-  
9.5.1 SS' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price referred to at Condition 5.1 or in the absence of a specified price in the Contract,  
9.5.2 to the sums paid to SS in the twelve months preceding the date on which the last collection of the Materials was made from the Service Point; and  
9.5.3 SS shall not be liable to the Customer by reason of any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether or not caused by the negligence of SS, its employees, agents or sub-contractors) which arise out of or in connection with the Contract.

9.6 The Customer agrees to indemnify, keep indemnified and hold harmless SS from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which SS incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Contract.

**10. FORCE MAJEURE**

10.1 Subject to Condition 10.3, SS shall not be deemed to be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure.  
10.2 If SS's performance of its obligations under the Contract is affected by Force Majeure:  
10.2.1 it shall give written notice to the Customer, specifying the nature and extent of the Force Majeure, as soon as reasonably practicable after becoming aware of the Force Majeure; and  
10.2.2 subject to the provisions of Condition 10.3, the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and  
10.2.3 it shall not be entitled to payment from the Customer in respect of extra costs and expenses incurred by virtue of the Force Majeure.  
10.3 If the Force Majeure in question continues for more than 3 months, either party may give notice in writing to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 10 Business Days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

**11. TERMINATION BY SHRED STATION ON THE CUSTOMER**

11.1 SS may terminate the Contract at any time and for any reason by giving 6 months written notice to the Customer.  
11.2 Without limiting its other rights or remedies, SS may terminate the Contract with immediate effect by giving written notice to the Customer:  
11.2.1 if the Customer is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, fails to remedy such breach within ten Business Days of that party being notified in writing of the breach;  
11.2.2 if the Customer has ceased to trade or has had a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or undertaking, or has become insolvent within the meaning of section 123 of the Insolvency Act 1986 or has gone into liquidation (whether voluntary or compulsory) (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation to which SS has given its prior written consent), compounded with its creditors generally or has been otherwise unable to meet its debts as they fall due or has suffered any similar action in consequence of any debt including any event analogous to the events here listed in any jurisdiction;

11.2.3 if the Customer suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business; or  
11.2.4 if the Customer fails to pay any amount due under the Contract.

- 11.3 Without limiting its other rights or remedies, SS may terminate this Contract by giving to the Customer written notice of not less than 20 Business Days.
- 11.4 Without limiting its other rights or remedies, SS shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and SS if the Customer becomes subject to any of the events listed in Condition 11.2.2, or SS reasonably believes that the Customer is about to become subject to any of them, or the Customer fails to pay any amount due under this Contract on the due date for payment.
- 11.5 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Customer or SS accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
12. **GENERAL**
- 12.1 Time for performance of all obligations of the Customer under the Contract is of the essence.
- 12.2 Time for performance of all obligations of SS under the Contract is not and may not be made by notice of the essence.
- 12.3 Each right or remedy of SS under any Contract is without prejudice to any other right or remedy of SS under this or any other Contract.
- 12.4 If any condition or part of the Contract is found by any Court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from that Contract and shall be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this shall not affect any other provisions of the Contract which shall remain in full force and effect.
- 12.5 No failure or delay by SS to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 12.6 SS may assign, licence or sub-contract all or any part of its rights or obligations under the Contract.
- 12.7 The Contract is personal to the Customer who may not assign, licence or sub-contract all or any of its rights or obligations under the Contract without SS's prior written consent.
- 12.8 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
13. **COMMUNICATION**
- 13.1 Subject to Condition 2, any notice demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or facsimile (but not by e-mail), addressed to the recipient at its registered office or such other address or facsimile number as may be notified in writing from time to time.
- 13.2 The notice, demand or communication shall be deemed to have been duly served:
- 13.2.1 if delivered by hand, when left at the proper address for service;
- 13.2.2 if given or made by pre-paid first class post or special delivery post, 48 hours after being posted;
- 13.2.3 if given or made by facsimile, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post to the other party within 24 hours after transmission; provided that, where in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs either after 4pm on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9am on the next following Business Day (such time being local time at the address of the recipient).
14. **GOVERNING LAW AND JURISDICTION**
- The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract shall be governed by English law. The English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties irrevocably agree to submit to that jurisdiction.
- CONDITIONS 15 TO 19 INCLUSIVE APPLY TO THE SALE OF GOODS ONLY**
15. **DESCRIPTION**
- 15.1 The description of the Goods shall be as set out in the Order or as otherwise agreed between the parties.
- 15.2 SS may make any changes to the specification, design, materials or finishes of the Goods which are required to conform with any applicable safety or other statutory requirements.
- 15.3 No variation in the specification or design of any Goods which, in SS' reasonable opinion, does not adversely affect the suitability of the Goods for the particular purpose for which they are supplied by SS will constitute a breach of contract or impose any liability upon SS.
16. **DELIVERY**
- 16.1 Delivery of the Goods shall be made ex-works (Incoterms 2010) or to the Service Point as specified in the quotation.
- 16.2 The Customer will take delivery of the Goods within 5 Business Days of SS giving it notice that the Goods are ready for delivery.
- 16.3 Any dates specified by SS for delivery of the Goods are approximate only and may not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 16.4 Subject to the other provisions of these Terms and Conditions SS will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by SS' negligence) unless such delay exceeds 50 Business Days in which case the Customer shall be entitled to terminate or rescind the Contract immediately by giving notice in writing to SS.
- 16.5 The Customer must accept delivery of the Goods and pay for them in full unless the delay in delivery exceeds 50 Business Days. In such a case if delay is caused by the SS' negligence or fault and is not covered by Condition 10 the Customer may cancel this Contract to the extent it relates to the Goods which were the subject of such delivery, without further liability for such Goods.
- 16.6 If the Customer fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Goods to be delivered on time (except because of SS' fault) the Goods will be deemed to have been delivered and (without prejudice to its other rights) SS may:
- 16.6.1 store or arrange for the storage of the Goods until actual delivery or sale and charge the Customer for all related costs and expenses (including, without limitation, storage and insurance); and/or
- 16.6.2 following written notice to the Customer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the price under the Contract.
- 16.7 SS may deliver to the Customer a quantity of Goods up to 2% more or 2% less than the quantity specified in the Contract without any adjustment in the Price and the quantity delivered shall be deemed to be the quantity under the Contract.
17. **NON-DELIVERY**
- 17.1 The quantity of any consignment of Goods as recorded by SS upon despatch from SS' place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 17.2 SS shall not be liable for any non-delivery of Goods (even if caused by SS' negligence) unless written notice is given to SS within 5 Business Days of the date when the Goods would in the ordinary course of events have been received.
- 17.3 Any liability of SS for the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the prorata Contract rate against any invoice raised for such Goods.
18. **RISK/OWNERSHIP**
- 18.1 Risk of damage to or loss of Goods shall pass to the Customer upon delivery.
- 18.2 Ownership of the Goods shall not pass to the Customer until SS has received in full (in cash or cleared funds) all sums due to it in respect of:
- 18.2.1 the Goods; and
- 18.2.2 all other sums which are or which become due to SS from the Customer on any account.
- 18.3 Until ownership of the Goods has passed to the Customer, the Customer must:
- 18.3.1 hold the Goods on a fiduciary basis as the SS' bailee;
- 18.3.2 store the Goods (at no cost to SS) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the SS' property;
- 18.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 18.3.4 maintain the Goods in satisfactory condition insured on SS' behalf for their full price against all risks to the reasonable satisfaction of SS and on request the Customer shall produce the policy of insurance to SS; and
- 18.3.5 hold the proceeds of the insurance referred to in Condition 18.3.4 on trust for SS and not mix them with any other money, nor pay the proceeds into an overdraft bank account.
- 18.4 SS shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from SS.
- 18.5 The Customer grants SS, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
19. **QUALITY**
- 19.1 Where SS is not the manufacturer of the Goods SS will use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to SS.
- 19.2 SS warrants that (subject to the to the provisions of these terms and conditions) upon delivery the Goods will, and for a period of 6 months from the date of delivery, be of satisfactory quality within the meaning of the Sale of Goods Act 1994.
- 19.3 If the Customer makes a valid claim against SS based on a defect in the quality of the Goods, SS shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the prorata Contract rate provided that, if so requests, the Customer shall, at the Customer's expense, return the Goods or the part of such Goods which is defective to SS.
- 19.4 SS shall not be liable for a breach of the warranty in Condition 19.2 if:
- 19.4.1 the defect arises because the Customer failed to follow SS' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- 19.4.2 the Customer alters or repairs such Goods without the written consent of SS; or
- 19.4.3 the defect in such Goods arises from any design defect in any drawing, design or specification supplied or approved by the Customer.