MERCHANT POLICY STATEMENT

Geosynthetics Limited is wholly committed and dedicated to the success of its Builder Merchant Customers.
We will maximise their success by establishing competitive trade agreements and selling or back selling through them. Geosynthetics will continue to interact and assist with all enquiries for the following reasons:

- Specifications – Proactively generating product specification
- Design – Provision of Technical and Engineering support
- Solution – Value Engineering exercises at all contract stages
- Education – Seminar programme
- Service – Assist at all phases of the project from design through to installation and will endeavour to direct orders through its stockist Builder Merchants Customer’s.

Tracy Woods
Managing Director
October 2015
Terms and Conditions for Customers

1. These terms and conditions shall apply in respect of the provision of the goods and services set out in the sales literature ("the Goods/services") (as may be more particularly set out in the specifications, plans, drawings and other documentation attached hereto or referred to herein) and to any other goods and services provided by us to you.

2. These terms and conditions together with the description of the Installation set out overleaf and any specifications, plans, drawings and other documentation attached hereto or referred to herein (together the "Contract Documentation") shall constitute the entire agreement between us, shall prevail over your other conditions and shall not be varied unless agreed in writing.

3. You agree that in entering into the agreement between us you shall not rely on any statement, representation or understanding (whether oral or in writing) which is not included or referred to in this document. For the avoidance of doubt however you may rely on any quotation or price list you have been given to you at any given time and you are not precluded from rescinding your contract or claiming for damages due to non-performance or breach of this contract.

4. No order submitted by you shall be accepted or deemed to have been accepted by us unless we have acknowledged it in writing and (unless otherwise confirmed in writing) the price payable in respect of the Goods will be as set out overleaf (the "Goods Price") and the installation fee and any other charge payable in respect of the Installation (the "Installation Price") shall also set out overleaf (the "Services Price") and the Goods Price and the Services Price (together the "Price") shall be exclusive of all duties and taxes of whatsoever nature including VAT. We shall invoice you for the Price on or at any time after delivery of the Goods and unless otherwise agreed in writing it shall be payable within Net monthly account – Payment due on the last day of the month following the one in which the invoice is despatched. Where relevant, you shall pay our reasonable charges for delivery to the delivery address in addition to the Price.

5. Prices are specific to the quantities quoted. A variation in the quantity may affect price.

6. We may increase the Price to reflect any reasonable increase in our costs which is beyond our control (such as the cost of material or labour required in the Installation) or which is caused by any change to estimated delivery dates, quantities or specifications of the Goods or services requested by you which delay caused by you will attract an additional charge.

7. You shall not be entitled to deduct any amount from the Price by way of set off or counterclaim or for any other reason unless we have agreed the amount of such deduction in writing.

8. If you do not pay the Price in full and in cleared funds by the Due Date then, in addition to our other rights, we shall be entitled to cancel the agreement between us and suspend the further provision of goods or services to you and/or charge you interest on the outstanding sum at the rate of 2% per month or part thereof from the date of the invoice until the date of receipt of the outstanding sum and shall at the same time be entitled to suspend the benefit of any credit arrangements that exist between you and us.

9. Any dates given for delivery of the Goods and the provision of the Services are estimates only and shall not be liable to you for any reasonable delay in such delivery or provision however that delay is caused.

10. Each delivery of Goods or separate period during which Services are to be provided shall be treated as a separate contract and our failure to deliver any of the goods or to provide any of such services in accordance with the Contract Documentation or any claim by you in respect of any one or more installments shall not entitle you to terminate the contract or cancel the delivery of the Goods as a whole.

11. If we fail to deliver the Goods as a result of which we are deemed by any competent authority to be liable to you, our liability shall be limited to the excess (if any) of the cost to you in the cheapest available market of replacement goods.

12. The carriage charge stated is applicable to one delivery. Split deliveries may incur additional carriage charges. You must advise us if there is restricted access as the delivery may be on an articulated vehicle. In the event of unsuitable access, we reserve the right to invoice you for any additional charges incurred. We also reserve the right to invoice for any additional charges incurred if adequate offloading equipment is not available on site when the goods are delivered. Carriage charges quoted are for delivery within Mainland England and may be higher for other areas. Deliveries will be made between the hours of 07.00 and 18.00.

13. If you are a consumer and have ordered Goods from us remotely (i.e. by telephone or email), you have a legal right to cancel the contract provided you notify us within 14 days. If you do not wish to cancel the contract, you accept that if you change your mind or decide for any other reason that you do not want to receive or keep the Goods, you can notify us of your decision to cancel the contract and receive a refund.

14. If you exercise your right to cancel under clause 13 above, you must return the Goods to us at your own cost. You must either post them back to us at Geosynthetic Limited, Fleming Road, Harnbrook Ind Est, Hinxley Louthestyr LE10 3DU or (if they are not suitable for posting) allow us to collect them from you. If we are collecting the product from you, we will charge you the direct cost of us collection.

15. If you are a consumer and have ordered Services from us remotely (i.e. by telephone or email), you have a legal right to cancel the contract provided you notify us within 14 days. If you do not wish to cancel the contract, you accept that if you change your mind or decide for any other reason that you do not want to receive or keep the Services, you can notify us of your decision to cancel the contract and receive a refund. However, if we have started the services, you cannot change your mind and if we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

16. If you want to exercise your right to cancel under clause 13 or clause 15, please contact us by email at sales@geosyn.com or by telephone on 01445 617 139 and we will provide you with a cancellation form.

17. You will be deemed to have inspected and accepted the Goods 14 days after delivery. You agree to inspect the Goods and/or the site of the Installation prior to the completion of the Installation. Although we shall inspect the Installation we will be lost 30 days after we complete the Installation if you alter or damage the Goods. If you reject the Installation within 30 days of completion, you must notify us in writing by telephone or fax and within the right to either repair or replace the Installation within a reasonable time at our sole discretion.

18. You will ensure that at the date of the commencement of the Installation you have adequate insurance for the site of the Installation. This insurance must cover any injury suffered by our employees whilst providing the Services on your premises. You will further ensure that all relevant planning permissions, consents and other regulatory requirements are complied with.

19. You will allow our employees and agents such access to the site of the Installation as we shall require to carry out or install the Installation. You will also allow our employees and agents access to such utilities including without limitation water and electricity supplies as is necessary to allow us to carry out the Installation.

20. You shall be responsible for the payment of all costs in relation to the collection and disposal of waste from the site of the Installation.

21. Risk of damage to or loss of the Goods shall pass to you at the time of delivery or when we have tendered delivery.

22. The Goods shall remain your property until you have paid in cleared funds all sums owing to us in full both in respect of the Goods themselves and in respect of any other account or debt howsoever arising.

23. Returns will only be accepted on receipt of a signed Restocking / Haulage Authorisation form, which must be signed and covering all costs of return and a 35% restocking charge plus any return transport charges. All returned stock should fit for resale and is subject to inspection.

24. Until all sums owing to us have been paid in full and in cleared funds you shall properly, protect and insure the Goods against any loss or damage in the event of a relevant claim shall hold the proceeds of such insurance on our behalf as our trustees.

25. If you have not paid in cleared funds any invoice by the Due Date, or if a receiver, administrator or liquidator is appointed in respect of your business, you will be responsible for the Goods, and we shall be entitled to terminate the agreement and you shall at your expense make the Goods available to us and allow us to repossess them.

26. You hereby grant us, our agents and employees to the fullest extent permissible an irrevocable licence to enter at any time any premises where the Goods are stored to enable us to repossess or inspect them.

27. Certain of the Goods may be protected by Patent and/or trade mark registration and reproduction material and visual data carries the same rights as intellectual property rights owned or where specifically licensed by us ("IPR").

28. You may use the IPR only as strictly necessary by way of incorporation of the Installation into any ongoing project or as otherwise approved by us in writing, without the prior consent and in respect of any of your goods/services. You acknowledge that you have no other rights in respect of the IPR. You shall do nothing which may in any way prejudice our rights in the IPR or which in writing in questionable the validity of their registration. You will not copy, modify or alter the Goods or our trademarks and you shall notify us of any actual or threatened infringement of any of the IPR.

29. You shall keep all details relating to the IPR and our business dealings, employees and customers strictly confidential.

30. Provided that the total Price for the Installation has been paid in full and in cleared funds on or before the Due Date, we guarantee the Goods against defects in materials and workmanship to the extent only that they are the subject of a guarantee or warranty from the manufacturer of the Goods and services. You acknowledge that you have no other rights in respect of the Goods. You shall do nothing which may in any way prejudice our rights or the IPR.

31. Any claim made by you in respect of any guarantee given under clause 30 must be notified to us within 7 days of the date of delivery of default or if any relevant defect or failure would not have been apparent on reasonable inspection of the Premises and would not have been discovered by you within 90 days after discovery of that defect or failure. If you fail to comply with the provisions of this clause we shall have no liability to you in respect of the relevant default or failure under the terms of any guarantee.

32. Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under these terms and conditions or for any loss or damage suffered by you as a result of any agreement with a third party for the Installation supplied by us to you or for any loss of profit or any indirect or consequential loss, damage, costs or expenses which arise out of or in connection with the supply of component products by us to you.

33. We warrant that we will use all due skill and care in providing you with the Services, in accordance with the Contract Documentation. Other than as expressly provided for in these terms and conditions no warranty, guarantee or other term relating to the provision of the Services whether at common law or otherwise is given.

34. We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from instructions (whether given orally or in writing by way of specifications, drawings or other communications) by you which are incomplete, incorrect, inaccurate or illegible, or arising from the late arrival or non-arrival of any such instructions, or any other fault of yours.

35. We accept no responsibility and shall have no liability to you in the event of:
   a. any work caused by your employees or third parties we cannot ensure such guarantees or warranty against that manufacturer of the Goods. No other warranty, guarantee or other term relating to the supply and manufacture of the Goods is given and if implied by statute, common law or otherwise is void.
   b. any loss or damage to your goods caused by us or our employees.
   c. any loss or damage caused to the Goods or other property caused by you.
   d. any loss or damage caused by you.

36. We reserve the right to assign or sub-contract any or all of the rights and obligations under these terms and conditions without your further consent to such assignment or sub-contracting.

37. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the agreement between us.

38. We may waive any of our rights under these terms and conditions without prejudice to our rights under that or any other agreement.

39. If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable the remaining provisions of the Contract shall remain in full force and effect. These terms and conditions shall be governed by the laws of England and Wales.