

SCHEDULE 1 – SALE TERMS

THESE TERMS APPLY TO YOUR PURCHASE OF THE EQUIPMENT. IT IS NOT A STANDALONE DOCUMENT AND DOES NOT APPLY TO ANY RENTAL / HIRE OF THE EQUIPMENT TO YOU. IT MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE TERMS.

1. Interpretation

- 1.1 Capitalised terms used in these Terms, but not defined within these Terms, shall have the meaning(s) given to them in the order form.
- 1.2 Clause and paragraph headings shall not affect the interpretation of these Terms.
- 1.3 Any words following the terms include, including, in particular or for example or any similar expression, shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Form of contract

- 2.1 These Terms apply to each sale of the Equipment to you at any time on a distinct, separate basis. The selling entity is listed on the order form.
- 2.2 We may update these Terms from time to time; terms applicable to your order are those in force at the Sale Date.
- 2.3 This is not a fixed term contract; you must pay the listed Charges for the Equipment in accordance with the order form. No minimum volumes otherwise apply to our contract with you; you can buy Equipment from us in any quantity you require – these Terms apply to each sale.
- 2.4 The Equipment is sold subject to availability. We reserve the right to refuse any order at any time, including where you may have bought equipment from us previously. Our contract with you is formed when we confirm your order in writing.
- 2.5 We are contracting with you as independent contractors, on an arms' length basis.
- 2.6 We warrant to you that we have the full, unencumbered right to sell the Equipment to you on these Terms; the Equipment is not subject to any third party charge, lien or encumbrance.
- 2.7 These Terms apply to you either as a consumer or business customer – see the relevant sections which apply depending on whether you are buying from us for personal / domestic use, or in connection with your profession, craft or trade.
- 2.8 We have not adapted the Equipment, and we are not selling it to you, for any specific project or purpose – you must ensure that the Equipment is suitable for

your needs based on the usage restrictions within these Terms.

- 2.9 Any samples, drawings or advertising material produced by us relating to the Equipment are approximate only; they do not form part of our contract with you. Colours, dimensions and other details may vary slightly from how they may have been depicted to you prior to the Sale Date.

- 2.10 You must be at least 18 years old to place any order with us; we do not sell the Equipment to under 18s.

3. Delivery / collection

- 3.1 We will either deliver the Equipment to you at the Delivery Location, or you can collect it from us as set out on the order form on or around the date we agree with you.
- 3.2 Where we are delivering the Equipment to you, delivery charges may apply (where stated on the order form) and you must ensure suitable access, facilities and personnel are available to take delivery of the Equipment at the agreed time.
- 3.3 Prior to the Sale Date, you may have to complete training for use of the Equipment through our User Manuals and Maintenance Guides. This training can be delivered remotely (via MS Teams) or on site at a date and time to be agreed with you. If you would prefer the training to be completed in person, additional travel charges may apply. We will be unable to release certain Equipment to you until such training is complete.
- 3.4 If we need to abort any delivery, or attempt a re-delivery, we reserve the right to charge additional shipping fees. If we can't get the Equipment to you within 30 days of the Sale Date, our contract with you ends, we will retain and re-sell the Equipment and you are entitled to a full refund.
- 3.5 Risk of any loss or damage to the Equipment passes to you from the point you take possession of it. You must inspect it on collection or delivery and notify us immediately if there is any damage to it. If you don't tell us of any defect within 2 working days of collection, you will be deemed to have accepted the Equipment in the condition in which it was delivered to, or collected by, you.
- 3.6 The Equipment must be delivered to you in satisfactory condition and quality, fit for purposes by which the Equipment is ordinarily supplied, and match their description. If the Equipment does not meet these requirements, you may:
 - 3.6.1 reject the Equipment within 30 days of delivery and receive a full refund from us – see clause 9.9;

- 3.6.2 ask us to repair or replace the Equipment at no additional charge – you will need to return the Equipment to us; and/or
- 3.6.3 ask us to issue a price reduction / part-refund (where repair or replacement is not possible or cannot be carried out within a reasonable time), in which case we will make an assessment based on what we consider is fair to reduce / refund in the circumstances.

4. Charges

- 4.1 Charges are payable to us as set out in the order form either up front in full or subject to credit facilities to enable payments to us on 30 day credit terms using the payment methods we confirm to you. VAT is payable in addition at the prevailing rate.
- 4.2 If any Charges are not made to us by the payment due date(s), we may:
- 4.2.1 charge you interest on the outstanding amount(s) at the rate specified in clause 4.3; or
- 4.2.2 suspend / withhold delivery of the Equipment, and/or any further Equipment you may have ordered from us.
- 4.3 Interest, where charged, shall be at 8% per year above the Bank of England's base lending rate (from time to time); accruing daily and compounded monthly.
- 4.4 If we owe you any amounts at any time, you cannot withhold payment of, set-off or deduct from, any Charges unless we agree.
- 4.5 Where you buy Equipment from us and then buy additional units of Equipment from us in future, we are not obliged to offer the same rates to you as we may have done for any previous orders.

5. Equipment use

- 5.1 The Equipment is provided to you for legitimate purposes only in connection with your business or as a consumer for your own personal / domestic use (as applicable). You must only use the Equipment for the purposes for which it was designed, specifically:
- 5.1.1 filtration of the deposits from sweeper and/or excavation waste;
- 5.1.2 filtration of dewatering activities; and
- 5.1.3 in accordance with our delivered training, user manual and maintenance guides supplied to you by us or otherwise set out on our website; and
- 5.1.4 only by competent personnel who have been trained on how to use the Equipment.

- 5.2 Where we provide you with any operating instructions or manuals with the Equipment, you must observe all requirements within when using the Equipment.
- 5.3 To benefit from any product warranty available on sale, you must not:
- 5.3.1 modify the Equipment in any way;
- 5.3.2 allow third parties to use the Equipment (whether for a fee or otherwise);
- 5.3.3 remove, deface or obscure any identification marks, serial numbers or safety labels on the Equipment; or
- 5.3.4 use the Equipment for any unlawful purpose.

6. Maintenance / repairs

Any maintenance required on the Equipment after the Sale Date is your responsibility and must be completed in accordance with the user manual and maintenance guides provided to you. Where you need any components for maintaining the Equipment, you must notify us and we can provide you with suitable quotes for the relevant parts at the time

7. Title / ownership

This is a purchase contract – once you have paid the Charges in full, you will own the Equipment outright and it belongs to you for use in connection with any lawful, commercial or domestic purpose (as applicable). Until you have paid for the Equipment, title to the Equipment remains with us.

8. Equipment warranties & condition

- 8.1 Provided that you use the Equipment in accordance with these Terms, the Equipment should remain in good working order, fit for its intended use and purpose as required by applicable law..
- 8.2 Other than your statutory rights, we do not offer any additional warranty for the quality or performance of the Equipment after the Sale Date. Where quality control issues are identified with the Equipment, typically we will carry out an on-site inspection to determine the cause of the relevant issue(s) and we will discuss next steps with you from there following diagnosis.

9. Ending the contract

Consumers / domestic / personal users only

- 9.1 From the date you receive the Equipment, you have up to 14 days to change your mind and return it to us if you no longer need it. Where there is no fault with the Equipment, you must pay for any return shipping costs and retain proof of postage.
- 9.2 Where you receive the Equipment and it is either faulty, not as described or damaged, you must notify us within 2 days of receipt and re-arrange for the

Equipment to be returned to us (which we will pay for) at the address set out in the form enclosed with the Equipment.

- 9.3 In either circumstance, where the Equipment has been used and/or are not in a suitable condition on return, a pro-rated refund will be issued to you, or you can request a replacement at no additional charge or delivery fee. You are advised to retain proof of postage in case any Equipment is lost in transit.
- 9.4 Cancellation rights set out in clause 9.1 do not apply to any Equipment that has been bought on-site, customised or personalised in any way. In those circumstances, you are only entitled to cancel our contract if there is clearly a problem with the Equipment on delivery, and you must let us know promptly on discovery and, in any event, prior to use.

Commercial users only

- 9.5 Where you are buying the Equipment for use as part of your profession, craft or trade, provisions in this clause 9 directly above do not apply to you; no “cooling off” period applies to commercial customers once you have purchased the Equipment from us and your only rights to return the Equipment after purchase are where the Equipment is either faulty, damaged or not as described (in which case, clause 8.2 shall apply).
- 9.6 Where you order more Equipment that you need and subsequently wish to return any of it, we only accept returns of such unused Equipment at our discretion. Any such returns would be subject to a restocking charge payable by you that we would notify to you at the relevant time.
- 9.7 Where clause 9.5 applies, you must notify us within 2 days of receipt and re-arrange for the Equipment to be returned to us (which we will pay for) at the address set out in the form enclosed with the Equipment.

All users

- 9.8 If the Equipment is returned to us but it has either been used or damaged, any refund we issue to you will depend on the level of use or damage, and may be pro-rated accordingly to reflect any loss of value or inability on our part to resell it.
- 9.9 Refunds shall be issued to you through the same method of payment you used to pay for the Equipment, and will typically be made within 10 working days of safe return of the Equipment to us.
- 9.10 The maximum refund you are entitled to is the amount you have paid us.

10. Liability & insurance

- 10.1 Where you cancel your order for the Equipment, either because the Equipment arrives either faulty or not as

described, or you simply wish to exercise your cancellation rights under clause 9, our maximum liability to you is to refund the amount that you paid in full in accordance with clause 9.8.

- 10.2 Once you purchase the Equipment, you are responsible for using it in accordance with all applicable laws and regulations, for lawful purposes only. We are not responsible or liable to you for any use you make of the Equipment and/or if you incur any third party liabilities or regulatory sanctions, fines or penalties in connection with your use of the Equipment.
- 10.3 Nothing in these Terms is intended to limit or exclude your liability in any way that cannot be excluded or limited by law. Charges are calculated based on the exclusions and limitations that apply to our liability to you under these Terms.
- 10.4 We are not liable to you for any:
- 10.4.1 losses of profit, revenue, business or savings (actual or anticipated);
 - 10.4.2 indirect or consequential losses;
 - 10.4.3 personal injury caused by incorrect use of the Equipment (where the Equipment itself is not deemed to be faulty or otherwise contributing to the relevant injury or loss);
 - 10.4.4 losses you incur where you continue to use Equipment that has not been properly maintained and/or has otherwise been designated by us as condemned; and/or
 - 10.4.5 environmental liabilities, and/or regulatory fines or charges;

that you may incur in connection with these Terms and/or your use of (or failure to use) the Equipment.

- 10.5 If you incur any recoverable losses in connection with our contract and your use of the Equipment, and you need to make a claim against us, our total aggregate liability to you in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with this contract shall be limited to the total Charges plus any deposit that you have actually paid to us since the Start Date.

11. Data processing

Any personal data you give to us in connection with these Terms shall be processed by us in accordance with applicable data protection laws and our privacy policy, available at <https://www.forestgroupuk.co.uk/>. If you do not agree to our privacy policy and how we will process any personal data you provide to us, you must not enter into these Terms.

Force majeure

If an event occurs that delays delivery or collection of the Equipment, we will provide an alternative delivery or collection date to you, and you will not be liable for the Charges until you take possession of the Equipment.

13. Complaints

If you are unhappy with your order or our service, please contact us in the first instance using the details on the order form. We aim to respond to all complaints within 7 working days.

14. General

- 14.1 **Waiver:** No failure or delay by either party to exercise any right or remedy shall constitute a waiver of that right or remedy.
- 14.2 **Severance:** If any of these Terms are invalid or unenforceable, such provision shall be deleted without affecting the enforceability of the remaining provisions.
- 14.3 **Third Party Rights:** No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
- 14.4 **Notices:** Any notice required to be given under these Terms shall be in writing and sent either by pre-paid first-class post, email or delivered by hand to the address specified in the Order form.
- 14.5 **Jurisdiction:** these Terms are governed by the applicable law on the order form where there is any dispute.