

PTG TREATMENTS LIMITED
STANDARD TERMS & CONDITIONS



1. Definitions and Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1. In these Conditions:

- “Alleged Breach”** has the meaning given in clause 5.9.
- “Buyer”** means the person whose Order for the Services is accepted by PTG Treatments.
- “Buyer Default”** has the meaning given in clause 4.2.
- “Business Day”** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- “Charges”** means PTG Treatments’ price for provision of the Services, as set out in the Quotation, notified by PTG Treatments to the Buyer or as advertised at PTG Treatments’ Premises from time to time (as the case may be).
- “Conditions”** means the standard terms and conditions for provision of Services set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and PTG Treatments.
- “Contract”** means the contract for the provision of Services in accordance with the Order and these Conditions read together.
- “Deemed Acceptance”** has the meaning given in clause 5.8.
- “Force Majeure Event”** events, circumstances or causes beyond a party’s reasonable control including but not limited to, Acts of God, flood, drought, earthquake or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical, biological contamination or sonic boom, epidemic or pandemic or similar event, any law guidance restriction or other action taken by a Government or a public authority including without limitation imposing an export or import restriction quota, prohibition or tariff, the collapse of buildings, fire, explosion or accident, or failure of telecommunications utilities or any supplier or subcontractor.
- “Intellectual Property Rights”** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- “Losses”** means actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements, and **Loss** shall be construed accordingly.
- “Normal Business Hours”** the period from 8:00 am to 4:00 pm on any Business Day.
- “Order”** means the Buyer’s order for the Services, written or verbal.
- “PTG Treatments”** means PTG Treatments Limited, a company registered in England and Wales with company number 549613 whose registered office is at PTG Treatments’ Premises.
- “PTG Treatments’ Premises”** Victoria House 29 Victoria Road, Horwich, Greater Manchester, United Kingdom, BL6 5NA.
- “Quotation”** means PTG Treatments’ quotation or proposal (whether in writing or given orally) to provide the Services to the Buyer, incorporating these Conditions.
- “Services”** means the timber treatment services which PTG Treatments is to supply in accordance with the Contract.
- “Specification”** means the specification for the Services, as set out in the Quotation, communicated in writing to the Buyer or, as the case may be, prepared by the Buyer.

"Timber" means any timber supplied by the Buyer to PTG Treatments for provision of the Services under an agreed Order.

"Treated Timber" means the timber produced following completion of the Services as specified in the Order.

- 1.2. Clause and paragraph headings shall not affect the interpretation of these Terms.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.6. The Contract shall be binding on, and enure to the benefit of, the parties to the Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7. Any reference in these Conditions to any provisions of a statute shall be construed as a reference to that provision as amended or re-enacted at the relevant time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8. A reference to writing or written includes email but not fax.
- 1.9. A reference to the Contract or to any other contract or document is a reference to the Contract or such other contract or document, in each case as varied from time to time.
- 1.10. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Formation of the Contract

- 2.1. All Orders shall be subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such Order is made or purported to be made by the Buyer.
- 2.2. Any Quotation that is issued by PTG Treatments shall not constitute an Order. A Quotation shall only be valid for a period of thirty (30) Business Days from the date specified on it (if in writing) or the date it is communicated to the Buyer (if oral). If the Buyer accepts the position set out in the Quotation it shall be required to raise an Order within the order period set out in this clause.
- 2.3. The Order constitutes an offer by the Buyer to purchase the Services in accordance with these Conditions. The Buyer is responsible for ensuring and warrants that the terms of the Quotation, the Order and any applicable Specification are complete, accurate and suitable for its intended purpose.
- 2.4. PTG Treatments may reject the Order at its absolute discretion and for any reason whatsoever and the order shall only be deemed to be accepted at the earlier of when PTG Treatments:
 - 2.4.1. commences the performance of its obligations in connection with the Services; or
 - 2.4.2. issues a written confirmation of the Order,at which point the Contract shall come into existence.
- 2.5. The mere delivery of Timber to PTG Treatments' Premises shall not in itself constitute acceptance by PTG Treatments of any Order, which shall only be accepted in accordance with clause 2.4.
- 2.6. PTG Treatments' employees or agents are not authorised to make any representations concerning the Services. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations unless confirmed in writing by PTG Treatments.
- 2.7. Any advice or recommendation given by PTG Treatments or its employees or agents to the Buyer or its employees or agents as to the storage application or use of Timber treated under the Services, unless confirmed in writing by PTG Treatments, is followed or acted upon entirely at the Buyer's own risk, and accordingly PTG Treatments shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.8. No Order that has been accepted by PTG Treatments may be cancelled by the Buyer except with the agreement of PTG Treatments, which shall be provided on strict terms that the Buyer shall indemnify PTG Treatments in full against all Loss (which, for the purposes of this clause, include loss of profit, the cost of all labour and materials suffered or incurred by PTG Treatments as a consequence of such cancellation).

3. The Specification - The Buyer's attention is particularly drawn to this clause

3.1. If the Services are to be performed in accordance with a Specification submitted by the Buyer, the Buyer:

- 3.1.1. warrants that the Specification has been prepared using reasonable care and skill;
- 3.1.2. acknowledges and agrees that the Services may vary depending on the Timber's species, moisture content, dimensions, conditions and previous processing;
- 3.1.3. grants PTG Treatments a non-exclusive, worldwide, royalty-free, transferrable and sub-licensable right and licence to receive, use and copy the Specification in connection with the Services; and
- 3.1.4. shall indemnify PTG Treatments against all Losses suffered or incurred by PTG Treatments in connection with any claim or allegation that PTG Treatments' receipt and/or use of the Specification infringes the rights (including, without limitation, Intellectual Property Rights) of third parties.

3.2. If the Services are to be performed in accordance with a Specification that has been prepared by PTG Treatments, all Intellectual Property Rights subsisting in the Specification shall remain exclusively owned by PTG Treatments. The Buyer shall have a limited right to receive and review the Specification for the duration of the Contract for the sole purpose of its receipt of the Services.

3.3. PTG Treatments reserves the right to make any changes to the Specification:

- 3.3.1. that are required to conform to any applicable laws or regulations; or
- 3.3.2. which do not materially affect the nature or quality of the Services,

and PTG Treatments shall notify the Buyer via the email provided in accordance with clause 12.2.1.2 in any such event.

4. Buyer's general obligations – The Buyer's attention is particularly drawn to this clause

4.1. The Buyer shall:

- 4.1.1. co-operate with PTG Treatments in all matters relating to the Services;
- 4.1.2. ensure that any Timber it provides to PTG Treatments is suitable for the provision of the Services;
- 4.1.3. to the extent applicable, provide PTG Treatments and its subcontractors with safe and unencumbered access to the Buyer's premises and other facilities as reasonably required by PTG Treatments for the performance of the Services;
- 4.1.4. provide PTG Treatments with all information and materials as PTG Treatments may reasonably require to supply the Services, and ensure that they are accurate and complete in all material respects;
- 4.1.5. obtain and maintain all licences, consents and permissions that are necessary to enable PTG Treatments to supply the Services before the date on which the Services are to commence;
- 4.1.6. comply with the obligations that are imposed on it in the Quotation; and
- 4.1.7. otherwise, comply with all applicable laws and regulations that apply to it in connection with the Contract.

4.2. If PTG Treatments' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (**Buyer Default**):

- 4.2.1. without limiting or affecting any other right or remedy available to it, PTG Treatments shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays PTG Treatments' performance of any of its obligations;
- 4.2.2. PTG Treatments shall not be liable for any Losses sustained or incurred by the Buyer arising directly or indirectly from PTG Treatments' failure or delay to perform any of its obligations as set out in this clause 4.2; and
- 4.2.3. the Buyer shall indemnify, keep indemnified, and hold PTG Treatments harmless on demand and in full from and against any and all Losses suffered or incurred by PTG Treatments arising directly or indirectly from the Buyer Default.

5. Delivery of Timber and Performance of the Services – The Buyer's attention is particularly drawn to this clause

5.1. The Buyer acknowledges that it shall be required to deliver the Timber at its sole risk and expense to PTG Treatments' Premises in order for PTG Treatments to perform the Services. The Buyer shall effect delivery in accordance with the timescales set out in the Specification or, in the absence of such, within a reasonable period of time of the Contract being formed and on a date agreed in writing with PTG Treatments. Delivery shall take place during Normal Business Hours.

- 5.2. PTG Treatments shall:
- 5.2.1. supply the Services in accordance with the Specification in all material respects and otherwise in accordance with reasonable care and skill;
 - 5.2.2. use all reasonable endeavours to meet any performance dates for the Services specified in the Quotation or which are agreed with the Buyer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services (and to this end the Buyer acknowledges and agrees that the provision of the Services may be contingent on the supply of third-party materials, which is outside the reasonable control of PTG Treatments); and
 - 5.2.3. ensure that the Treated Timber is of satisfactory quality and fit for any purpose made known to PTG Treatments by the Buyer in writing.
- 5.3. Once PTG Treatments has completed the Services it shall notify the Buyer that the Treated Timber is ready for collection from PTG Treatments' Premises. Unless otherwise agreed in writing by PTG Treatments, the Buyer shall collect the Treated Timber during Normal Business Hours within three (3) Business Days after PTG Treatments has notified the Buyer that the Treated Timber is ready for collection. Collection shall take place at PTG Treatments' Premises on an EXW (EX-Works Incoterms 2020) basis, and PTG Treatments shall have no duty to load the Treated Timber onto the Buyer's mode of transport. Where PTG Treatments agrees to assist with loading the Treated Timber it does so under the direction, and at the risk of, the Buyer.
- 5.4. The decision that the Treated Timber is ready for collection shall be entirely at PTG Treatments' discretion and PTG Treatments reserves the right to delay notifying the Buyer to collect the Treated Timber until such time as in the opinion of PTG Treatments such collection is safe. In the event that the Buyer ignores any such decision taken by PTG Treatments:
- 5.4.1. PTG Treatments cannot have any responsibility whatsoever for any failure of the Treated Timber to conform with the Contract;
 - 5.4.2. the Buyer shall indemnify PTG Treatments, keep PTG Treatments indemnified and hold PTG Treatments harmless for and against any and all Losses that are suffered or incurred by PTG Treatments in connection with any claim or allegation that is made against PTG Treatments or the Buyer relating to the Treated Timber and its onward use by the Buyer; and
 - 5.4.3. for the avoidance of any doubt and to the greatest extent permissible by law, PTG Treatments shall have no liability towards the Buyer or any third party (whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any Losses (whether of a direct, indirect, special or consequential nature) that are suffered or incurred by the Buyer in connection with its onward use of the Treated Timber.
- 5.5. PTG Treatments reserves the right to carry out the Services in instalments and/or batches.
- 5.6. If the Buyer fails to collect the Treated Timber from PTG Treatments' Premises within the timeframe set out in clause 5.3, then, without prejudice to any other right or remedy available to PTG Treatments, PTG Treatments may:
- 5.6.1. store the Treated Timber until actual collection and charge the Buyer for the reasonable costs (including insurance) of storage; and/or
 - 5.6.2. if the Buyer does not collect the Treated Timber within a further period of twenty (20) Business Days, sell the Treated Timber at the best price readily obtainable and (after deducting all reasonable storage and sale expenses) account to the Buyer for the excess over the Charges under the Contract or charge the Buyer for any shortfall below the Charges,
- and the Buyer shall indemnify PTG Treatments in full against any Losses suffered or incurred by PTG Treatments as a result of the Buyer's said failure to take Delivery.
- 5.7. The Buyer shall procure, and warrants that all of its agents, employees or subcontractors that attend PTG Treatments' Premises or who handle the Treated Timber are made aware of and follow all of PTG Treatments' health and safety procedures and handling instructions as made available at PTG Treatments' Premises and/or which are notified to the Buyer from time to time.
- 5.8. The Buyer shall inspect the Treated Timber immediately following collection under clause 5.3. If there is any matter which the Buyer reasonably considers gives rise to a failure of the Treated Timber and/or the Services to conform with the Contract, the Buyer shall notify PTG Treatments in writing within three (3) Business Days of collection under clause 5.3. Where no such notification is made by the Buyer to PTG Treatments in accordance with this clause, the Treated Timber shall be deemed to be accepted in all material respects as conforming with the Contract (**Deemed Acceptance**).
- 5.9. If the Buyer notifies PTG Treatments in writing in accordance with clause 5.8 at any time prior to Deemed Acceptance that it alleges a failure of the Treated Timber and/or the Services to conform with the Contract (an **Alleged Breach**), then the Buyer shall:
- 5.9.1. provide PTG Treatments and any third party instructed on PTG Treatments' behalf with a reasonable opportunity to examine the Treated Timber, together with access to the location at which the Treated Timber is stored, and to such data, documentation, information and other materials as PTG Treatments may reasonably request in connection with the Alleged Breach; and

- 5.9.2. if requested to do so by PTG Treatments, allow PTG Treatments (or any third party instructed on PTG Treatments' behalf) to collect the Treated Timber or, at the Buyer's initial cost, deliver the Treated Timber to PTG Treatments' Premises for further inspection, provided that PTG Treatments shall reimburse the Buyer's reasonable delivery costs if PTG Treatments accepts the Alleged Breach,

in order for PTG Treatments to investigate the Alleged Breach.

- 5.10. Where PTG Treatments accepts that an Alleged Breach has occurred, PTG Treatments shall, as PTG Treatments may determine acting reasonably:

- 5.10.1. reperform any defective Services;
- 5.10.2. repair or replace the Treated Timber so that it conforms to the Contract; and/or
- 5.10.3. otherwise refund or credit a proportionate amount of the Charges.

- 5.11. Where PTG Treatments does not accept that an Alleged Breach has occurred, PTG Treatments shall:

- 5.11.1. provide the Buyer with written reasons for determining such; and
- 5.11.2. in respect of Treated Timber that has been collected by, or delivered to, PTG Treatments under clause 5.9.2, allow the Buyer:
- 5.11.2.1. to re-collect such Treated Timber from PTG Treatments' Premises, and the obligations relating to collection that are set out in this clause 5 shall apply to such re-collection; and
- 5.11.2.2. be entitled to levy a reasonable additional charge on the Buyer for any inspection, collection, return and other support provided under this clause 5.

- 5.12. PTG Treatments shall not be liable for any failure of the Treated Timber and/or the Services to comply with the Contract in any of the following circumstances:

- 5.12.1. the Buyer makes any further use of the Treated Timber after giving notice in accordance with clause 5.8;
- 5.12.2. a defect in the Treated Timber arises because the Buyer failed to follow PTG Treatments' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Treated Timber or (if there are none) good trade practice regarding the same;
- 5.12.3. the Buyer alters or repairs the Treated Timber without the written consent of PTG Treatments;
- 5.12.4. a defect in the Treated Timber arises as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions, or circumstances beyond PTG Treatments' reasonable control affecting the Treated Timber following completion of the Services; or
- 5.12.5. the Treated Timber differs from the Specification as a result of changes made to ensure it complies with applicable statutory or regulatory requirements under clause 3.3.1.

- 5.13. Subject to clause 8 and except as provided in this clause 5, PTG Treatments shall have no liability to the Buyer in respect of any alleged failure of the Treated Timber and/or the Services to conform with the Contract.

- 5.14. These Conditions shall apply to any repaired or replacement Treated Timber supplied, and any Services reperformed, by PTG Treatments.

6. Risk, PTG Treatments' Lien and Title – The Buyer's attention is particularly drawn to this clause

- 6.1. Risk of damage to or loss of any Timber delivered to PTG Treatments by or on behalf of the Buyer shall, save in respect of loss or damages arising directly as a result of PTG Treatments' negligence remain at all times with the Buyer.

- 6.2. The Buyer acknowledges and agrees that PTG Treatments does not provide security, warehousing or specialised storage for the Timber or any Treated Timber whilst at PTG Treatments' Premises. PTG Treatments shall be under no obligation to insure the Timber or any Treated Timber for loss or damage, and the Buyer assumes sole responsibility in this regard.

- 6.3. In addition to any right of lien that PTG Treatments may be entitled to under applicable laws, PTG Treatments shall have the right to a general and particular lien on the Timber and Treated Timber as security for the Buyer's payment of:

- 6.3.1. the Charges;

6.3.2. and all other sums that are payable by the Buyer to PTG Treatments under or in connection with the Contract,

which shall enable PTG Treatments to hold the Timber and Treated Timber (whether or not payment has been made in full or in part) of a saleable value comparative to the level of amounts referred to in clause 6.3.1 and/or 6.3.2 (as the case may be).

6.4. Until PTG Treatments has received in cash or cleared funds payment in full of the invoiced amount for provision of the Services under the Contract, PTG Treatments shall in addition to any right of lien to which it may by law be entitled, have a general lien on all goods of the Buyer in its possession (although such goods or some of them may have been paid for) for the unpaid amount.

7. Charges and Payment

7.1. The Charges for the Goods shall be the price set out in the Quotation, or, if no price is quoted, the price set out in PTG Treatments' published price list in force as at the Commencement Date.

7.2. The Charges are exclusive any applicable value added tax.

7.3. PTG Treatments may, by giving notice to the Buyer at any time before commencement of the Services, increase the Charges to reflect any increase in the cost of providing the Services that is due to any:

7.3.1. factor beyond the PTG Treatments' control (including foreign exchange fluctuations, increases in taxes and duties (which shall include import and export duties), and increases in labour, materials and other manufacturing costs);

7.3.2. request by the Buyer to change the delivery date(s), Timber that will be the subject of the Services, or the Specification; or

7.3.3. delay caused by any instructions of the Buyer or failure of the Buyer to give PTG Treatments adequate or accurate information or instructions.

7.4. Unless otherwise agreed in writing in the Quotation or otherwise:

7.4.1. PTG Treatments shall be entitled to invoice the Buyer for the Charges at any time after the carrying out of the Services; and

7.4.2. the Buyer shall pay each of PTG Treatments' invoices in full on or before the last day of the month following the month in which the relevant invoice is issued, and the time for payment shall be of the essence. Receipts for payment will be issued only upon request.

7.5. All invoices shall be deemed to be undisputed by the Buyer unless the Buyer provides written notice of such dispute, and the reasons for it, within fourteen (14) days of the date of such invoice.

7.6. If the Buyer fails to make any payment on the due date specified in clause 7.4 then, without prejudice to any other right or remedy available to PTG Treatments, PTG Treatments shall be entitled to:

7.6.1. cancel the Contract or any other contract with the Buyer;

7.6.2. require immediate payment of all sums due under the Contract and any other contract it has with the Buyer;

7.6.3. suspend any further Services to the Buyer;

7.6.4. appropriate any payment made by the Buyer to such Services (or the Services provided under any other contract between the Buyer and PTG Treatments) as PTG Treatments may think fit (notwithstanding any purported appropriation by the Buyer);

7.6.5. sell any Timber and/or Treated Timber held by it under the lien set out in clause 6.4 at the best price readily obtainable (after deducting all reasonable storage and selling expenses) and account to the Buyer for the excess under the Contract or charge the Buyer for any shortfall below the Charges; and

7.6.6. charge the Buyer daily interest on the amount unpaid, at the rate of 4% per annum above the Bank of England's base rate from time to time, until payment in full is made in full, whether before or after judgment.

7.7. In considering the Buyer's creditworthiness and ability to perform its obligations under the Contract, PTG Treatments may make enquiries with credit reference agencies and other third parties who may record those enquiries. PTG Treatments may also disclose information about the conduct of the Buyer's account to credit reference agencies and other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

7.8. The Buyer hereby consents to a credit search being made on the Buyer and the signatory below hereby consents to a credit search being made on him/her as owner/partner or director of the Buyer, both now and at any future date. All of his/her personal information that PTG Treatments uses for that purpose will be collected, processed, and held in accordance with the provisions of Data Protection Legislation and his/her rights under the Data Protection Legislation.

8. Limitation of Liability – The Buyer's attention is particularly drawn to this clause

- 8.1. In this clause 8, a reference to "**liability**" is to liability that arises under contract, tort (including negligence), breach of statutory duty, or otherwise. References to "**liable**" shall be construed accordingly.
- 8.2. Nothing in these Terms or the Contract shall limit or exclude either party's liability for:
- 8.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 8.2.2. fraud or fraudulent misrepresentation;
 - 8.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
 - 8.2.4. any matter in respect of which it would be unlawful to exclude or restrict liability.
- 8.3. Subject to clause 8.2:
- 8.3.1. PTG Treatments shall under no circumstances whatsoever be liable to the Buyer for any:
 - 8.3.1.1. loss of profit;
 - 8.3.1.2. loss of business or business opportunity;
 - 8.3.1.3. loss of or damage to goodwill;
 - 8.3.1.4. loss of anticipated saving; or
 - 8.3.1.5. any indirect, special or consequential Losses.
 - 8.3.2. PTG Treatments' total liability to the Buyer in respect of all other Losses not excluded by clause 8.2.1 shall in no circumstances exceed the total Charges paid or payable by the Buyer to PTG Treatments under the Contract.
- 8.4. In light of the commitments provided by PTG Treatments to the Buyer in respect of the Services under the Contract, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 and all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5. This clause 8 shall survive termination of the Contract.

9. Termination

- 9.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by notifying the other party if:
- 9.1.1. the other party commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of receipt of notice in writing to do so;
 - 9.1.2. the other party repeatedly or persistently breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 9.1.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 9.1.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 9.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
 - 9.1.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
 - 9.1.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

- 9.1.8. the holder of a floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 9.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 9.1.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.3 to 9.1.9 (inclusive);
- 9.1.11. the other party suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or
- 9.1.12. the other party's financial position deteriorates to such an extent that in the notifying party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2. Without affecting any other right or remedy available to it, PTG Treatments may terminate the Contract by providing immediate written notice to the Buyer in the event that the Buyer fails to pay any amount that is due to PTG Treatments on the due date for payment.

9.3. PTG Treatments may, at its election and without affecting any other right or remedy available to it, suspend the performance of the Services under the Contract or any other contract between it and the Buyer where it has a right to terminate the Contract pursuant to clause 9.1 or clause 9.2.

10. Consequences of Termination

10.1. On termination of the Contract, the Buyer shall immediately pay to PTG Treatments all of PTG Treatments' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, PTG Treatments shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

10.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

11. Force Majeure

11.1. PTG Treatments shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from a Force Majeure Event.

11.2. PTG Treatments shall notify the Buyer within a reasonable period of time of any Force Majeure Event and PTG Treatments shall use reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

11.3. If a Force Majeure Event prevents, hinders or delays PTG Treatments performance of its obligations for a continuous period of more than three (3) months either party may terminate the Contract by giving no less than fourteen (14) days' written notice to the other party.

12. General

12.1. Assignment and other dealings

12.1.1. PTG Treatments may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

12.1.2. The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of PTG Treatments.

12.2. Notices

12.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party:

12.2.1.1. in the case of:

(i) PTG Treatments, at its registered office; or

(ii) the Buyer, its registered office (if it is a company) or its principal place of business (in any other case),

and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service or commercial courier; or

12.2.1.2. to the following email addresses:

- (i) info@ptgtreatments.co.uk, in the case of PTG Treatments; or
- (ii) any email address referred to in the Contract or otherwise notified to PTG Treatments, in the case of the Buyer,

or such other address as that party may have specified to the other party in writing in accordance with this clause.

12.2.2. A notice or other communication shall be deemed to have been received, if delivered:

12.2.2.1. personally, when left at the address referred to in clause 12.2.1.1;

12.2.2.2. by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

12.2.2.3. by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

12.2.2.4. by email, on the second Business Day after transmission.

12.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3. Rights and Remedies. The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

12.4. Severance

12.4.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

12.4.2. If any provision or part-provision of the Contract is deemed deleted under clause 12.4.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.5. Waiver

12.5.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

12.5.2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.5.3. A party that waives a right or remedy provided under the Contract or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

12.6. No Partnership or Agency

12.6.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.6.2. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

12.7. Entire Agreement

12.7.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.7.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

12.7.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.8. Third Parties

12.8.1. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.8.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.9. **Variation.** No variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

12.10. **Governing Law.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

12.11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or these Terms or its subject matter or formation (including non-contractual disputes or claims).

Agreement to the Terms and Conditions

By signing below or by electronically accepting these Conditions, the Buyer acknowledges that they have read, understood, and agree to be bound by these Conditions in their entirety. The individual signing on behalf of the Buyer confirms that they have the requisite authority to do so on behalf of the Buyer.

The Buyer further acknowledges that its specific attention has been drawn to clauses **3, 4, 5, 6 and 8** of the Conditions, which contain important limitations and obligations. The Buyer confirms that they have read and understood those clauses prior to entering into the Contract.

By instructing PTG Treatments to provide the Services, the Buyer confirms their agreement to the Conditions in accordance with their provisions and that a Contract will be formed.

DATE		COMPANY NAME	
SIGNED		PRINT NAME & POSITION WITHIN COMPANY	

DATE		COMPANY NAME	
SIGNED		PRINT NAME & POSITION WITHIN COMPANY	