



Total Asset Recovery Ltd – Standard Terms and Conditions of Sale

1. The goods being sold (identified on the attached invoice) ("the goods") are being sold only upon the express understanding of the purchaser that all warranties, conditions, guarantees or representations express or implied, statutory or otherwise relating to any of the goods are hereby excluded, the vendors (or their agents) shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defect or deficiencies of any sort in any of the goods.
2. The purchaser acknowledges that it is not acting in reliance upon any representation made to it by the vendors or any of its respective agents or employees but is relying solely on its own investigations in purchasing the goods.
3. For the avoidance of doubt the purchaser agrees that it will only obtain such title to the goods as the vendor may have.
4. Risk and title to the goods shall pass on delivery which shall take place on receipt of full, cleared funds, made payable to Total Asset Recovery Ltd.
5. VAT at the current rate will be charged where appropriate in addition to the full amount tendered.
6. It is hereby expressly agreed that the vendors and agents shall have no personal liability hereunder or under any document executed pursuant hereto.
7. Neither the vendors nor agents will be responsible or accept any liability for any accident to life, limb or property which may occur prior to or during the progress of inspection or at any time during the removal of the goods which must be entirely at the purchaser's risk.
8. The goods are sold with all faults and errors of description. The purchaser is deemed to have inspected the same before sending in his tender and if he tenders without previous inspection he does so at his own risk. No allowance will be made nor will the vendor be answerable for any deficiency in quantities or measurements.
9. This Contract is personal to the Purchaser and may not be assigned.
10. If any damage be done by taking down or removal of the goods, such damage shall be made good by or at the expense of the person or persons committing such damage or his or their employer. The purchasers of the goods shall indemnify and keep indemnified the vendors and the agents and any third parties from and against all costs, expenses and liability in respect of damage to property or injury to persons which would not have been incurred or have arisen but for the entry on the premises by the purchaser or his workpersons or agents for the purpose of removing the goods.
11. Undertaking - Health & Safety National and Local Regulations
12. Purchasers undertake to comply with national and local regulations regarding safety, health and environment issues.
13. It is expressly brought to the Purchaser's attention that, at the time of sale, any item of plant, machinery or equipment ("the Goods") may not necessarily comply with the Health and Safety at Work Etc Act 1974, Environmental Protection Act 1990 or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Purchasers of any plant, machinery or equipment are required to ensure that the use of any such plant and equipment at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder application thereto.
14. It is expressly brought to the Purchaser's attention that certain types of plant or main service



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installations could contain blue or white asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Etc Act 1974 Section 2-9 and Control of Substances Hazardous to Health Regulations 1988 (COSHH) or any other current legislation covering the use of such substances in a working environment.

15. All purchasers must comply with all current legislation and regulation, including the Water Industry Act 1991 in relation to the removal/disposal of waste/trade effluent including hazardous waste and may be required to satisfy Total Asset Recovery Ltd in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor.
16. The purchaser will be responsible for any environmental liability in connection with the removal and subsequent use of the assets.
17. No access or removal (or part removal) will be allowed until the entire purchase price has been paid in full, in cleared funds.
18. If required, a satisfactory method statement must be submitted to, and approved by, Total Asset Recovery Ltd at least 60 days before the commencement date for clearance.
19. Removal of equipment is to be completed on an appointment only basis by advance arrangement with Total Asset Recovery Ltd.
20. The Purchaser is deemed to have visited the site and ascertained all circumstances which may affect the safe removal of lots.
21. The Purchaser shall at all times during the execution of the Works hold Public Liability Insurance and appropriate Employer's Liability Insurance. The Purchaser will insure the Contract Works.
22. Before work commences, the Purchaser should carry out a risk assessment for the work that he is doing. This should cover his own staff safety and the health and safety of others who may be affected by his activities. The risk assessment should take in to account any site hazards such as asbestos, working at height, confined spaces, electrical safety, fire precautions, contamination and substances hazardous to health (all other hazards and their risks not mentioned should be taken into account).
23. The Purchaser is responsible for deciding if the work can be carried out safely, the Purchaser must not proceed with the work if it cannot. The purpose of this statement is to ensure there is no doubt as to who is responsible for safe work on site.
24. Permission to remove plant and machinery will only be given on condition that the contractor accepts his responsibility for the safe working and actions of his employees and sub-contractors and that he will comply with all Health & Safety and environmental regulations.
25. The purchaser must obtain prior, written, express agreement from any third parties that may be affected by the removal of the plant, and will be liable to all such third parties for any damage or loss caused to them.
26. The Purchaser shall exercise in the performance of its obligations all reasonable skill, care and diligence which may reasonably be expected of a contractor experienced in carrying out work comparable in size, scope, complexity and purpose to the Works.
27. The Purchaser shall be responsible for the use, procurement, storage, suitability and safety of all equipment used.



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28. No equipment shall be used which may be unsuitable, unsafe or liable to cause damage to people, property or the environment.
29. The Purchaser shall take all reasonable precautions to prevent a nuisance or inconvenience to the owners or occupiers of adjoining or neighbouring premises and to the public generally, and to comply with all local authority requirements.
30. The Purchaser shall execute the Works and carry out all obligations in accordance with the Common Law, Acts of Parliament, secondary legislation, byelaws, permissions, licences and all consents approvals and requirements of local government bodies or agencies.