

Frog Environmental Limited's standard terms are set out below.

## Definitions

The Company – Frog Environmental Ltd

Materials – All tangible materials to be supplied by the Company or incorporated into the works

Client – The party who places the order, which is accepted by the Company

The works – Any installation or services or build to be undertaken by the Company

Order – The order placed by the Client for the provision of materials and or works

## 1.0 The Contract

1.1 All orders placed by the Client are accepted by the Company on these terms. Any alterations or variations to these terms must be agreed in writing by the Company. These terms and conditions constitute the entire agreement and shall supersede and replace all prior oral and written agreements and can be modified or cancelled only by written agreement signed by the Client and a Director of Frog Environmental. The Client expressly waives all terms and provisions in any Client correspondence, purchase order or other forms which negate, limit, extend or otherwise conflict with this agreement. The Client's acceptance is based solely upon the provision of this agreement.

1.2 Quotations produced by the Company are invitations to treat only. Orders received by the Company will not have any contractual effect until accepted by the Company.

1.3 The Company may accept or decline orders placed by Clients at its sole discretion.

1.4 The Company's quotations/prices are based on the extent of the works as detailed in its schedule of works. No other works are included unless otherwise agreed in writing.

1.5 Quotations/prices given are valid for 30 days unless otherwise expressly stated.

## 2.0 Data Protection

2.1 The information the Client provides will be used by us primarily to provide works and/or materials to the Client. This will include updating and enhancing Client records, analysis to help us manage our business, statutory returns and legal and regulatory compliance.

2.2 The Company may make a search of a credit reference agency, which will keep a record of that search. The Company may also make enquiries about the principal directors of the Client.

2.3 The Company will monitor and record information relating to the Client's trade credit performance and such records may be made available to credit reference agencies and other organisations who will share that information with other businesses to assess to assess applications for credit.

2.4 Your information will be kept confidential and secure. Our use of this information is subject to your instructions and the General Data Protection Regulation (under which we are a Data Controller).

Occasionally we would like to send you information about additional products and/or services we offer. If you do not wish to receive such information, then please write to our Data Protection Manager at The Stables, Blakenhall Park, Bar Lane, Barton under Needwood, Staffordshire, DE13 8AJ

2.5 For further information as to how we protect and respect your privacy and ensure the security of your personal data, please read our Privacy Notice as published on our website at [www.frogenvironmental.co.uk](http://www.frogenvironmental.co.uk)

## 3.0 Prices and Payment

3.1 All prices stated by the Company are net and exclusive of VAT and delivery unless otherwise expressly stated.

3.2 Full payment will be due prior to or on delivery to the Client.

3.3 Credit terms may be granted by the Company but are subject to the Company's approval. Once credit terms are approved these will be as detailed below (under CREDIT ACCOUNTS) unless other terms are expressly agreed in writing.

3.4 For hire and long term contracts (contracts where the duration of the works lasts or straddles two or more calendar months) valuation dates will be at the end of each calendar month when 'applications for payment' will be submitted by the Company for all works completed up to that date.

3.5 Failure by the Client to pay in accordance with these payment terms will entitle the Company at its discretion to suspend any further work or supply of materials and/or to cancel the contract/order. In which case the Company will not be responsible for any costs or expenses, consequential or otherwise that may be incurred by the Client as a result of this cancellation.

3.6 Late payments will incur interest at a rate of 8% above Clydesdale Bank base rate calculated from the due date until the date the Company receives the cleared payment into its bank account.

3.7 The Company will endeavour to deliver materials on time, but will not accept liability for any damages, consequential or otherwise caused by its failure to deliver goods or complete works on time unless specifically agreed in writing.

23.8 No deduction or 'set-off' shall be made by the Client from any other sums due to the Company's 'applications for payment'.

## 4.0 Credit Accounts

4.1 The setting up of a credit account will be subject to the receipt of satisfactory references and/or at the sole discretion of the Company.

4.2 For approved credit accounts payments will be due 30 days from delivery or date of the Company's 'application for payment'.

4.3 Credit may be suspended or withdrawn by the Company at its sole discretion.

## 5.0 Materials/Title of Goods

5.1 All unfixed materials both on and off site procured or supplied by the Company for its use will remain the property of the Company until full payment has been received by the Company.

5.2 The Company reserves the right to change the specification of the materials at any time at its sole discretion.

## 6.0 Variations

- 6.1 Orders may only be varied with the Company's consent.
- 6.2 Variations will be valued in accordance with the rates for the items as noted in the company's quotation or at other rates agreed from time to time or if these are not so set out at commercially fair values.
- 6.3 The Client will be liable to the Company for any additional costs incurred by the Company as a direct result of any variation made by the Client.
- 6.4 Where design changes are required which results in an alteration or re-drawing of the scheme/drawings, the Company reserves the right to charge for any work it may undertake in connection with such changes.

## 7.0 Day works

- 7.1 The Company reserves the right not to undertake dayworks without written instruction. Any dayworks will be subject to the following rates:

<b>Technical Specialist</b>	<b>£660.00</b>
<b>Technician</b>	<b>£660.00</b>
<b>Director</b>	<b>£860.00</b>

## 8.0 Retention

- 8.1 The Company's prices/quotation do not include for any amounts to be deducted and held as retention.

## 9.0 Cancellation/Delayed Orders

- 9.1 The Company reserves the right to charge for all costs, expenses and lost profits incurred by it in connection with an order cancelled by the Client.
- 9.2 The Company reserves the right to bill and to be paid for the provision of any delayed or cancelled contract already undertaken. For example design, ordering and purchasing of materials in connection with a contract if that contract is unduly delayed or cancelled for any circumstances beyond the Company's control.

## 10.0 Period on Site, Delays, Damage

- 10.1 The Company's prices and quotations for the works are based on continuous working during one visit on site. Additional visit(s) will be subject to re-mobilisation charges at commercial rates.
- 10.2 The Company reserves the right to charge the Client for any additional costs it incurs as a result of having to re-mobilise or pull off site for reasons beyond its control.
- 10.3 The Company reserves the right to charge the Client for any delays or disruption or damage caused to its works by the Client or others working for or under the instruction of the Client.

## 11.0 Delivery

- 11.1 The Company will endeavour to meet any agreed delivery times and schedules but will not be held liable for any costs or losses for its failure to do so.
- 11.2 Unless stated delivery prices quoted are for one delivery only, split or multiple deliveries will be charges at cost + 10%.
- 11.3 The responsibility for the delivery to the destination in good condition rests with the carrier. Frog will assist the buyer insofar as is reasonable in securing satisfactory adjustment of claims against the carrier, however, all claims for loss or damage must be made by the buyer against the carrier. Frog shall not be responsible for such loss or damage. Frog shall not be liable to the buyer or deemed to

be in breach of the agreement by reason of any delay in performing or any failure to perform any of Frog's obligation in relation to the goods or any related services if the delay or failure is due to any causes beyond Frog's reasonable control.

## 12.0 Information

- 12.1 The Company will rely on information provided by the Client, such information may include drawings, dimensions and other specifications.

## 13.0 Design

- 13.1 All designs, calculations, drawings, specifications, quotations shall remain the property of the Company. Copyright in anything produced by the Company will remain the Company's property at all times.

## 14.0 Title

- 14.1 All materials supplied by the Company shall remain the property of the Company until the Client has paid the price in full to the Company.

## 15.0 Complaints procedure

- 15.1 All complaints should be made in writing to [info@frogenvironmental.co.uk](mailto:info@frogenvironmental.co.uk).
- 15.2 For unresolved business-to-business complaints there are provisions for matters to be referred to mediation or arbitration as appropriate.
- 15.3 Your right to pursue any dispute through the courts is not affected by the option to resolve a dispute through the complaint procedure or arbitration.

## 16.0 Design Liability

- 16.1 The Company recommends the temporary application of a range of materials designed to assist with pollution prevention and/or environmental protection. Advice and support is offered to clients with the aim of reducing the risk of pollution arising from mobilised soil and silt. No warranty is offered with any product or service to guarantee the elimination of a pollution event, including but not limited to; silt, debris, oils, sound & vibration, dust, or toxic or potentially harmful elements to human health and the environment. The overall responsibility for the prevention of pollution remains solely with the Client and is not transferred to the Company under any circumstances.
- 16.2 The Company may offer site-specific advice regarding the temporary placement of silt control materials and assist with placement of materials. The Company does not accept design liability regarding any advice offered verbally, in writing or through the placement of materials on the temporary or permanent sites under the control of the Client. It is the sole responsibility of the Client to ensure that any works undertaken relating to the order are appropriate for the site given its unique flood and pollution risk profile.
- 16.3 The efficacy of silt control interventions can be affected by many different variables beyond the influence of the Company. No design liability or warranty is offered with any pollution control product or service and no performance is guaranteed.
- 16.4 The Client is responsible for the operation and maintenance of the equipment whilst on hire or purchased and ensuring the



treated water is discharged/disposed of in accordance with relevant legislation. The Client is responsible for any site-specific operational permits, authorisations or consents required.

16.5 Approval for use of products that contain flocculant should always be sought from the relevant regulator(s). This responsibility lies solely with the Client unless formally agreed in writing with a Director at Frog Environmental.

16.6 The Company provide information with all flocculant products and accept no responsibility for loss, damage or accidents in relation to the application of flocculants on or off temporary or permanent sites under the control of the Client. The Client is responsible for any and all Health and Safety matters relating to the storage and use of chemicals

16.7 The plans and drawings included in quotations for bubble curtains are preliminary, based on the information provided by the client and should not be used for the construction or installation of a system. The results and performances contained in proposals are theoretical and may be influenced by many factors unknown during the design phase. Systems are designed based on the information provided by the client. Changes or errors in the information provided originally could result in a lack of performance of the system and might need to be revised to address the issue. This can create fees and delays that are out of Frog's control. Frog is not responsible if the system is not installed and used as per our recommendation.

16.8 Floating Treatment Wetlands and floating islands supplied by Frog Environmental should be kept covered at all times to eliminate long term risk of UV degradation. Advice on successful long term plant establishment and management of floating islands is available via [info@frogenvironmental.co.uk](mailto:info@frogenvironmental.co.uk)

## 17.0 Clients Attendances

17.1 The Company requires that a Client placing an order will provide the following unless expressly agreed otherwise:

**a)** Adequate vehicular access including a hard durable surface sufficient to allow any materials to be delivered to and throughout the works by road haulage vehicles.

**b)** Adequate space adjacent to the works for storage of all materials associated with the order

Bulk earthworks, unless otherwise agreed

**c)** Provision of mess rooms, sanitary accommodation and welfare facilities in accordance with the Health and Safety at Works Regulations

**d)** All setting out

**e)** Any repair or reinstatement of existing surfaces used in connection with the Company's works

**f)** Security of the site: protection of the Company's works against damage or theft by others during and after completion of the works.

**g)** To locate and clearly mark the location of services (eg fibre-optics, water mains, gas mains, electricity lines and cables) in the vicinity of or coinciding with the Company's works or arrange for the diversion or protection prior to the Company's works commencing

**h)** Costs for any damage caused by the Company will not be accepted unless the services have been adequately located and marked.

## 18.0 Health and Safety

18.1 Unless specifically agreed in writing by both parties, the Company accepts no responsibility for the Clients Health and Safety obligations, or those of any other third party.

18.2 Where a Client is purchasing and/ or operating bubble curtains supplied by Frog Environmental, the Client expressly agrees

that they have suitable competencies in house or sub-contracted for working with compressed air safely on site. Air flow and pressure recommendations for optimised operation will be followed as far as it is practicable to do so.

## 19.0 Hire

19.1 Charge periods defined, as hire will be applicable from delivery of equipment to the Client until the return of the equipment to the Company's physical possession.

19.2 The Client will notify the Company of any change in address or upon request provide details of the location of any hire equipment. The equipment must not be moved from the United Kingdom without written consent.

19.3 The Client permits the Company at all reasonable times to inspect the equipment including procuring access to any property where the equipment is situated.

19.4 Ownership of the hired equipment remains with the Company at all times. The Client has no right, title or interest in the equipment except that it is hired.

19.5 The Client is responsible for the care of the hired equipment; the Client shall not deface or remove any labels and/or interfere with the equipment, their working mechanisms or any other parts of them.

19.6 The Client will keep equipment properly maintained and only use them for their purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided to the Client and applicable law or regulations. The Client is responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Equipment required by any legislation, best practice and/or operating instructions, except to the extent that the Company have agreed to provide them as part of any services.

19.7 The Client will notify the Company immediately of any breakdown, loss and/or damage to the equipment or of any

19.8 Where equipment requires fuel, oil, electricity, compressed air and/or pumped water ensure that the proper type and/or voltage/pressure/flow is used and that where appropriate the equipment is properly installed by a qualified and competent person.

19.9 Allowance will be made in relation to the charges for any non-use of the equipment due to breakdown caused by the development of an inherent fault and/or fair wear and tear provided that the Client inform the Company as soon as practicable of the breakdown.

19.10 The Client is responsible for the cost of repair arising out of accidental damage, negligence misdirection and/or misuse. Negligence for the purpose of this section includes circumstances where the equipment has not been operated in accordance with the instructions and/or all reasonable steps have been taken to prevent accidental damage to the equipment; the equipment has been wilfully or maliciously damaged.

19.11 The Client will take adequate and proper measures to protect equipment from theft, damage and/or other risks.

19.12 The Client is responsible for the cost of replacing any Equipment (on a new for old basis), which is lost, stolen and/or damaged beyond economic repair during the Hire Period. Liability to us may be reduced if you have purchased insurance.

19.13 The Client is responsible for charges associated with the hire of the Equipment up to and including the date the Client notifies us that the Equipment has been lost, stolen and/or damaged beyond economic repair. From that date until we have replaced such Equipment (or retrieved any lost or stolen Equipment), the Client shall pay, as a genuine pre-estimate of lost Charges profit, a sum as liquidated damages being equal to two thirds of the Charges that would have applied for such Equipment for that

period. We shall use our reasonable commercial endeavours to purchase replacements for such Equipment as quickly as possible from monies paid by the Client.

19.14 All hired units are to be visually cleaned of settled silt before return. Units containing silt will incur a cleaning cost plus any waste disposal fees (charged at cost) and the unit will remain on hire whilst the waste is tested to determine an appropriate disposal method in accordance with the relevant statutory regulations.

19.15 If the Hire Period has a fixed duration, neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by agreement.

19.16 If the Hire Period does not have a fixed duration either party may terminate the Contract upon giving to the other party any agreed period of notice.

## 20.0 Marketing & Communications

20.1 Where Frog Environmental's products have been deployed on a construction site or training has been given, we may request the opportunity to attend site to view and record the products in situ for the purpose of content creation, quality control, internal communication and training.

20.2 Where this request has been granted and permission has not already been given, we will share proposed case study content with the relevant site, prior to publishing externally.

20.3 Where a request has been denied, we will anonymise all content, including site location and Client/client names, but reserves the right to communicate both internally and externally regarding the usage of the products using appropriately anonymised content.

20.4 In the case of MOD sites or sites with military or political sensitivities, all content creation is disallowed without the express permission of the client.

