

Uniclass N463	EPIC Q11
CI/SfB (52.5)	

# ACO Wildlife



## ACO Wildlife: Product Overview



# ACO. The future of drainage.

Throughout the world ACO branded drainage and surface water management systems are recognised for their innovative design, high quality manufacture, environmental excellence and industry leading performance.



## Protection and enhancement for wildlife

Structures to assist declining wild animal populations in our built environment have never been so important for wildlife conservation. Linking habitats with safe passages and secure places for animals to hide, rest and even to breed, requires well thought-out purpose-designed products. New regulations are changing landscapes, and ACO's designs work with concepts such as sustainable drainage systems (SuDS) to offer new solutions that comply with new legislation and guidelines. Planning, consultation, manufacture and system monitoring are the foundations for cost effective, long lasting and successful animal protection and habitat enhancement systems.

## ACO Wildlife

Small animals occupy a wide range of habitats which are often divided by roads. Some animals, in particular amphibians, may undertake seasonal migration between land habitats and their vital spawning grounds. Animals can be drawn to roads and move slowly as they cross them, so many may be killed by passing traffic.

In addition to the danger to animals there are also risks to drivers and passengers if vehicles swerve to avoid animals on the road. Public safety and biodiversity protection both benefit from the use of ACO Wildlife systems.

## ACO Wildlife systems

The first ACO tunnel and fence systems were installed in Europe and North America in 1987, and since then many countries have adopted them. ACO has worked with environmental specialists, including significant investment in an intensive five-year period of research and development, to upgrade and extend the range of Wildlife Fencing and Tunnel systems.

ACO has also extended the Wildlife range with a new Bat Box and a series of Refuges to add to the Bird Nest Box and such innovative products as the Wildlife Kerb featured in this price list.

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ACO Wildlife Ltd use Vienite®, ACO's recycled polymer concrete material.



### General information

ACO products are subject to weight & dimensional tolerances. The weights and dimensions shown in this document are for guidance purposes only. ACO products are made from naturally occurring materials and may be subject to variations in colour, texture and marking. These aesthetic variations do not affect the performance or functionality of our Goods. The appearance of products shown in our company documentation is for illustration purposes only.

# ACO product focus

## Guide Wall and Climate Tunnel.

ACO's Guide Wall and Climate Tunnel systems have been designed for projects where biodiversity is an important consideration. The systems ensure the well being of small animals, especially during the migration season.

### Guide Wall

The ACO Guide Wall design prevents all small animals from reaching the roadway or other danger areas, and provides them with a firm, consistent floor area clear of vegetation that they can travel along unhindered. Two barriers on the front face prevent animals and reptiles from climbing up into the danger area.



In addition to these benefits, the Guide Wall does not always need footings as it can be bedded on compacted gravel or even natural earth if the conditions are suitable. It can also act as a retaining wall, being able to support an embankment of up to 40° without being secured additionally during installation

**For more information on this range please see page 6.**

### Climate Tunnels

Once animals have made their way along the Guide Wall they are guided to the ACO Climate Tunnel which leads them safely beneath the road surface. The Climate Tunnel has two forms, slotted or solid top.

The slotted tunnel is installed flush with the surface, the effect of the slots being to equalise ambient temperatures and humidity within and outside the tunnel, and to allow light to enter. In wet weather the slots allow rain into the tunnel, keeping the floor moist.

The solid top tunnel is installed either below the surface, if a deeper installation is required, or at surface level if slots are not required, for instance in a pavement or cycleway.

**For more information on this range please see page 7.**



The Guide Wall is connected to the Climate Tunnel by a Tunnel Entrance unit, (page 8). The Climate Stilt Tunnel (page 9) allows construction of a slotted surface-level tunnel with the same floor level as the entrance unit.

# ACO One-Way Fence and Tunnel Entrance



## Description

### Recycled composite small animal guidance system.

Guides small animals to the tunnel.

System includes Fence Panel, Post and Tunnel Entrance Unit.



One-Way Fence rear view.



Tunnel Entrance Unit installed in run of One-Way Fence.

## FEATURES AND BENEFITS

- Guides small animals to the Climate Tunnel.
- Made from recycled materials, recyclable at end of life.
- Small animals can crawl over the top of the fence to safety, but cannot climb in the other direction.
- Can be backfilled with soil to reduce visual presence.
- Fence panel has 50mm rebated lap section at joint to allow for thermal expansion and changes in gradient or direction.

## ACO One-Way Fence and Tunnel Entrance

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
99705	Wildlife one-way fence panel	1050	525	440	4.80
99708	Wildlife fence post (chisel point)	40	40	950	2.00
99712	Wildlife tunnel entrance	750	585	521	19.00

# ACO Guide Wall



## Description

### Polymer concrete Guide Wall for small animals.

Prevents small animals from reaching the carriageway and guides them to the Climate Tunnel Entrance.



Guide Wall front view showing anti-climbing barriers.



Guide Wall rear view showing wall support.



## FEATURES AND BENEFITS

- Two barriers on front face prevent small animals climbing into the danger zone.
- Will not corrode and leave harmful residues.
- Front base reduces overgrowth, providing a clear movement area for small animals.
- Can be retained by backfill and support substantial banks.
- Minimum operational life 50 years under normal conditions.
- No metal reinforcement, so animals are not disoriented.
- Can accommodate curves and changes in gradients.
- Animals in the carriageway area can move to safety.

## ACO Guide Wall

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
17845	Wildlife guide wall LEP100 straight	1000	470	450	49.00
18406	Wildlife guide wall LEP100F dropper	540	470	450	24.05
18405	Wildlife guide wall LEP100S riser	540	470	450	27.05
18408	Wildlife guide wall LEP100A outside curve	530	470	450	25.05
18407	Wildlife guide wall LEP100I inside curve	560	470	450	25.05

# ACO Climate Tunnel



## Description

### Polymer concrete Climate Tunnel.

Precast tunnel system to allow small animals to cross roads safely.

Can be installed flush with or below road surface.



Slotted Climate Tunnel for installation flush with road surface.



Solid top Climate Tunnel for installation below road surface.



## FEATURES AND BENEFITS

- Certified to Load Class D 400 BS EN 1433:2002.
- Slots equalise ambient conditions between tunnel and open air, maximising light and humidity.
- Also available solid top for installation below road surface or where continuous surface is required.
- Surface installation reduces crossing distance and installation cost.
- No metal reinforcement, so animals are not disoriented.
- Polymer concrete, so minimal thermal conductivity.
- Polymer concrete is non absorbent and non caustic, so causes animals no adverse effects.
- Use in conjunction with Guide and Entrance systems.

## ACO Climate Tunnel

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
11120	Climate tunnel slotted KT500	1000	580	520	257.50
11121	Climate tunnel slotted KT500	500	580	520	130.50
11122	Climate tunnel solid top KT500	1000	580	520	269.00
11123	Climate tunnel solid top KT500	500	580	520	134.00

# ACO Climate Tunnel Entrance



## Description

### Interface between Guide Wall and Climate Tunnel.

Polymer concrete tunnel entrance ensures animals are guided to the tunnel and prevented from accessing the carriageway.



Climate Tunnel Entrance.



Climate Tunnel Entrance with KSP Climate Plates (products are supplied separately).



## FEATURES AND BENEFITS

- Certified to Load Class C 250 BS EN 1433:2002.
- Guides small animals into the tunnel under the road.
- Side wings link Guide Wall to Tunnel Entrance.
- No metal reinforcement so animals are not disoriented.
- Polymer concrete, so minimal thermal conductivity.

## ACO Climate Tunnel

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
11124	Climate tunnel entrance KP1000-700	1000	1000	720	284.00
11125	Climate tunnel entrance wing KP1000-700 right hand	1080	330	720	67.50
11126	Climate tunnel entrance wing KP1000-700 left hand	1080	330	720	66.50
11130	Climate Portal Complete*	-	-	-	569.10

\*11130 Climate Portal Complete consists of 11124 x1, 11125 x1, 11126 x1, 11127 x9 & 11129 x1, and is supplied on a single pallet.



# ACO Climate Stilt Tunnel



## Description

### Tall slotted polymer concrete Climate Tunnel.

Tall tunnel system installed flush with road surface for small and medium sized animals or to form extended ventilated entrance to tunnel installed below road surface.



KSP Climate Plate forms tunnel floor.



Tunnel Stepdwn closes gap between unequal heights of Climate Tunnel and Stilt Tunnel.



Climate Stilt Tunnel with KSP Climate Plate (products can be supplied separately).

## FEATURES AND BENEFITS

- Certified to Load Class C 250 BS EN 1433:2002.
- Slots equalise ambient conditions between tunnel and open air, maximising light and humidity.
- Surface installation reduces crossing distance and installation cost.
- No metal reinforcement, so animals are not disoriented.
- Polymer concrete, so minimal thermal conductivity.
- Climate Plate provides a firm access surface in the same material as the tunnel floor.
- Stepdwn aligns 720mm Climate Stilt Tunnel with 520mm solid top Climate Tunnel installed below surface level.

## ACO Climate Tunnel

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
11131	Climate stilt tunnel slotted KST500-700	500	580	720	129.00
11132	Climate stilt tunnel plus Plate*	-	-	-	-
11129	Climate tunnel stepdown KT500	50	580	300	6.90
11127	Climate plate KSP with drain holes	480	480	30	16.00

\*11132 Climate Stilt Tunnel +Plate consists of 11131 x1 & 11127 x1.

# ACO Stop Channel



**Description**

**Concrete and ductile iron unit to permit access over Guide Wall.**

Use where Guide Wall needs to be crossed by traffic while preventing small animal access to the carriageway.



Stop Channel showing grating arrangement.



Stop Channel showing alignment with Guide Wall.



**FEATURES AND BENEFITS**

- Grating certified to Load Class D 400 BS EN 1433:2002.
- Continues Guide Wall beneath side roads and paths, forming a continuous system to prevent small animals reaching the carriageway.
- Small animals fall through the grating into the channel below and follow the Guide Wall to the tunnel entrance.

**ACO Stop Channel**

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
018753	Stop Channel SR 400G complete	1000	625	600	456.00

# ACO Wildlife Kerb



## Description

**Polymer concrete kerb allows amphibians to bypass gully gratings.**

Amphibians follow the recess in the front of the kerb, so they don't fall through the gully grating.



Wildlife Kerb front view showing bypass recess.



Wildlife Kerb rear view showing weight-saving voids.

## FEATURES AND BENEFITS

- Recess in kerb front allows amphibians to follow kerb line round top of gully grating.
- Half batter profile to match existing kerb installations.
- Length matches Standard BS concrete kerbs, so can be installed as a replacement for existing units.

## ACO Kerb

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
40090	Wildlife kerb HB2	915	125	255	43.00

# ACO Wildlife Refuges



## Description

**A range of refuges designed to shelter different types of amphibians and small mammals.**

Refuges provide safe spaces for small animals to shelter in. Five different opening sizes prevent predator access for different types of animal.



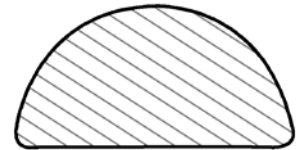
Wildlife Refuges showing available entrances.



### Slotted entrances:

Type 2: 60x10mm e.g. for newts, lizards and invertebrates.

Type 3: 60x15mm e.g. for newts, lizards and invertebrates.



### Semi circular entrances:

Type 4: 15mm radius e.g. for insects.

Type 5: 35mm radius e.g. for snakes, lizards, mice, voles and shrews.

## FEATURES AND BENEFITS

- Promotes colonisation by providing shelter and protection from predators for various types of animal.
- No metal reinforcement, so animals are not disoriented.
- Will not corrode or deteriorate with age.
- Can be concealed by any chosen material.
- Internal height 110mm.
- Polymer concrete refuges will not heat up excessively.
- Inert material will not desiccate or burn animals' skin.

## ACO Refuges

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Entrance size (mm) & type	Weight (kg)
18891	Wildlife multi-use refuge Type 1	650	650	120	Open arch	21.00
18892	Wildlife multi-use refuge Type 2	650	650	120	60 x 10 slot	21.00
18893	Wildlife multi-use refuge Type 3	650	650	120	60 x 15 slot	21.00
18894	Wildlife multi-use refuge Type 4	650	650	120	Ø30 semicircle	21.00
18895	Wildlife multi-use refuge Type 5	650	650	120	Ø70 semicircle	21.00

# ACO Nest Box



## Description

**Integral bird nest box to build in to new or existing walls.**

Developed to provide a sheltered nesting refuge for small birds.



Nest Box.



## FEATURES AND BENEFITS

- Provides a nesting area for modern buildings which don't offer the same recesses for nesting as older buildings.
- Half-brick width, three courses high.
- Weather resistant material.
- 28mm access hole optimised for small birds such as Blue Tits.
- Can be opened for checking and cleaning.

## ACO Nest Box

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
7487	Nest box assembly natural 28mm dia hole	108	108	215	2.70

# ACO Bat Box



**Description**

**Integral bat roosting box to build in to new or existing walls.**

Developed to provide a sheltered roosting refuge for bats.



Bat Box showing entry and landing area.



Bat Box showing textured inner surface and wooden insert.



**FEATURES AND BENEFITS**

- Textured interior provides grip surfaces for bats and will not deteriorate over time.
- Suitable for new or existing buildings.
- Build in to walls to ensure shelter from wind and maximise thermal benefits.
- Can be opened for checking and cleaning by a suitably licensed person.

**ACO Bat Box**

Product code	Description	Length (mm)	Width overall (mm)	Height overall (mm)	Weight (kg)
18890	Bat box assembly	108	108	215	2.80

# ACO Wildlife Contact Details



## Registered Office Address and Contact Details:

ACO Wildlife Ltd  
ACO Business Park  
Hitchin Road  
Shefford  
Bedfordshire, UK  
SG17 5TE

Tel: +44(0)1462 816666  
Fax: +44(0)1462 815895  
Email: [technologies@aco.co.uk](mailto:technologies@aco.co.uk)

Company Registration No: 1854638  
VAT No: GB 650 7977 05

[www.aco.co.uk](http://www.aco.co.uk)

### ACO Wildlife Sales Office:

Tel: 01462 816666  
Fax: 01462 815895  
Email: [customersupport@aco.co.uk](mailto:customersupport@aco.co.uk)

- Product availability, delivery lead times, and all other order queries including collections, returns and complaints.

### ACO Wildlife Enquiries Team:

Tel: 01462 816666  
Fax: 01462 815895  
Email: [awmenquiries@aco.co.uk](mailto:awmenquiries@aco.co.uk)

- A complete pricing service to stockists, contractors and clients.

### ACO Wildlife Design Services Team:

Tel: 01462 816666  
Fax: 01462 851081  
Email: [technical@aco.co.uk](mailto:technical@aco.co.uk)

- Technical and installation advice.
- Detailed design and "Value Engineering" advice.
- Product drawings available.
- Advice on the suitability of ACO equivalent products.

### Marketing & Media Support:

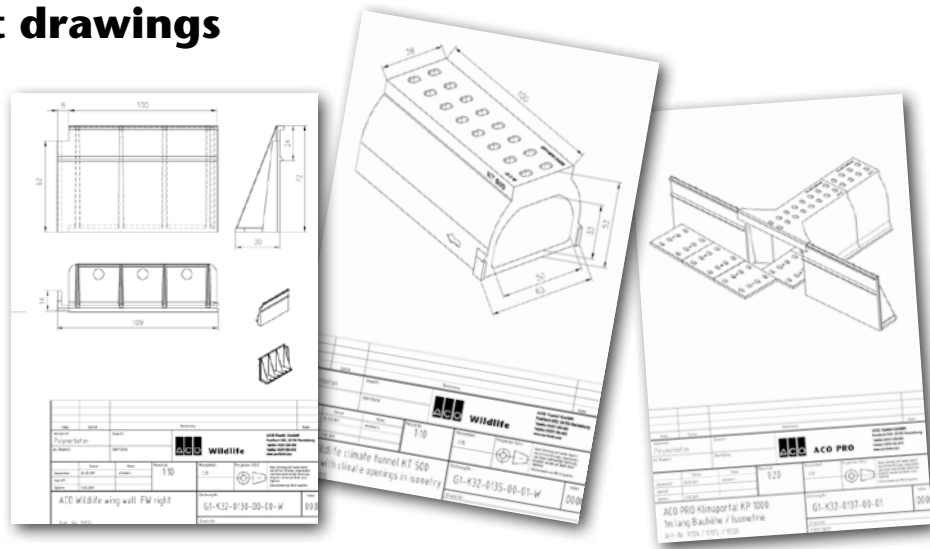
Tel: 01462 816666  
Fax: 01462 815895  
Email: [marketing@aco.co.uk](mailto:marketing@aco.co.uk)

- For all product brochures and imagery.

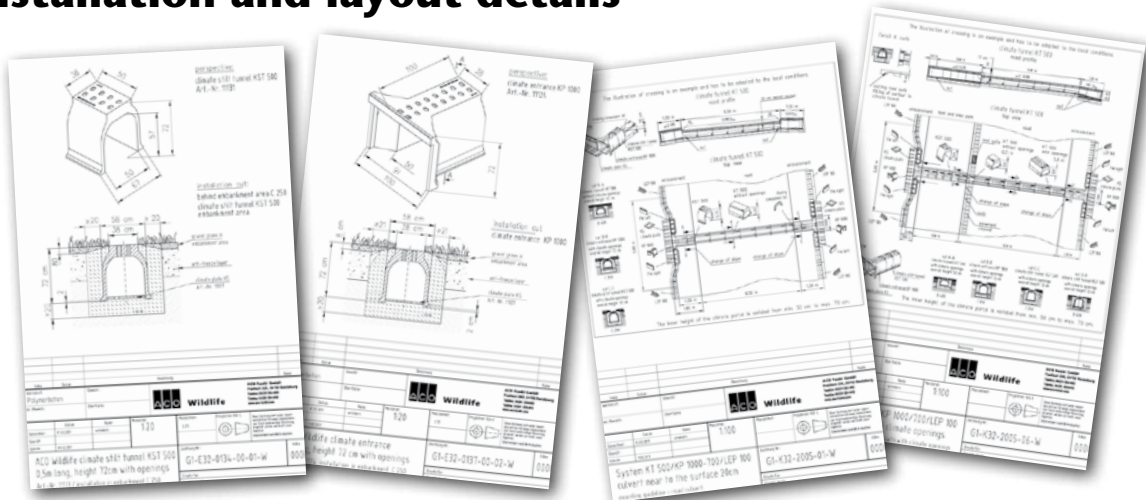
# ACO Wildlife Support Material

Available free of charge from [www.aco.co.uk](http://www.aco.co.uk)

## Product drawings

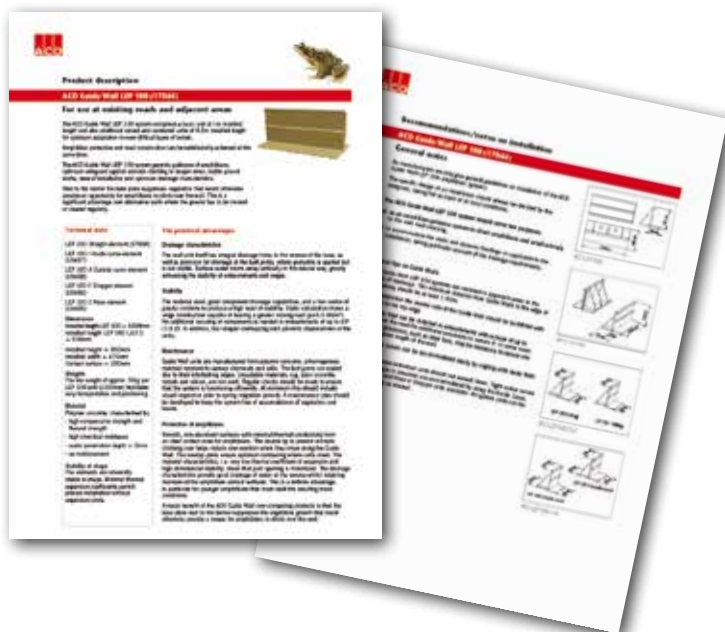


## Installation and layout details



## Detailed product technical literature

To download our technical literature please visit our website [www.aco.co.uk](http://www.aco.co.uk).







# ACO WILDLIFE LTD CONDITIONS OF SALE

## 1. INTRODUCTION

These conditions shall form part of every contract of sale entered into by ACO Wildlife Ltd ("the Company") to the exclusion of all other terms and conditions including any which the Customer may purport to impose. They may not be varied except in writing signed by an officer of the Company. No contract comes into force until the Company, having received the Customer's purchase order, issues a written acceptance to the Customer pursuant to these Conditions of Sale.

## 2. DEFINITIONS AND INTERPRETATION

(a) "Customer" means the person, firm or company buying or agreeing to buy the Goods and/or Services from the Company.

"Contract" means the contract for supply of Goods and/or Services and comprises the Company's written acknowledgement of the Customer's order, those parts of any design or instruction given by the Customer which have been expressly accepted by the Company in writing (if applicable), the Scheduled Sales Order Agreement (if applicable), the Terms and Conditions of Scheduled Order Agreement (if applicable), the proposal document for bespoke stainless steel design work (if applicable) and these Conditions of Sale.

"Goods" means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them).

"Input Material" means any documents, plans or other materials or specifications and any data or other information provided by the Customer in whatever format relating to the Goods and/or Services.

"Output Material" means any documents, plans or other materials or specifications and any data or other information provided by the Company in whatever format relating to the Goods and/or Services.

"Services" means (if applicable) any delivery, design, manufacture, advice or installation services provided by the Company or its sub-contractors.

(b) The headings in these Terms and Conditions are for convenience only and shall not affect their construction.

(c) References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

## 3. VALIDITY AND ACCEPTANCE

(a) Unless previously withdrawn, the Company's quotation is open for acceptance for the period stated, or if no period is stated, 30 days. All orders (including those not based upon a quotation) must be in writing or by email and are subject to the Company's acceptance in writing. The Customer must ensure that the terms of its order and any applicable Input Material are complete and accurate.

(b) Any representations or warranties made or given by the Company or anyone on the Company's behalf prior to the Company's acceptance of an order and not contained in the Company's written quotation are hereby expressly excluded.

(c) All quotations are made subject to availability of the Goods or materials on receipt of the order.

## 4. SPECIFICATIONS

(a) All descriptive and shipping specifications, estimates, drawings and particulars of weights and dimensions supplied by the Company are approximate only and the descriptions and illustrations contained in its catalogues, price lists and other marketing materials are intended merely to present a general idea of the goods described therein, unless otherwise stated.

ACO reserves the right to change its marketing materials from time to time without notice to the Customer.

(b) The Company may correct any typographical or other errors or omissions in any marketing materials, quotation, written acknowledgement of the Customer's order, or other document relating to the provision of the Goods and/or Services without any liability to the Customer.

(c) Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and/or Services which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

## 5. SERVICES

(a) Where the Company has undertaken to provide any Services to the Customer, the Company shall provide the Services subject to these Conditions. Any changes or additions to the Services must be agreed in writing by the Company and the Customer may be charged extra.

(b) The Customer shall at its own expense supply the Company with all necessary documents, plans or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material.

(c) The Customer shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Customer from the time of delivery to or to the order of the Customer.

(d) The Services shall be provided using reasonable care and skill and as far as reasonably possible in accordance with the Output Material, subject to these Conditions.

(e) The Company may at any time without notifying the Customer make any changes to the Services and Goods which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services and Goods.

(f) The property and any copyright or other intellectual property rights in:

(i) any Input Material shall belong to the Customer;

(ii) any Output Material shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company, subject only to the right of the Customer to use the Output Material for the purposes of utilising the Services and/or Goods.

(g) The Customer warrants that any Input Material and its use by the Company for the purpose of providing the Services and/or Goods will not infringe the copyright or other rights of any third party, and the Customer shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

(h) The Company warrants that any Output Material and its use by the Customer for the purposes of utilising the Services and/or Goods will not infringe the copyright or other rights of any third party, and the Company shall indemnify the Customer against any loss, damages, costs, expenses or other claims arising from any such infringement.

(i) Where the Company supplies in connection with the provision of the Services, any Goods (including Output Material) supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the Goods to the Company.

(j) The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault of the Customer.

(k) The Customer shall provide the Company or its sub-contractors or agents full and proper access to the Customer's site for the Company or its sub-contractors or agents to perform the Services and shall not hinder said performance in any way.

## 6. SUBSTITUTION

In the event of a shortage of raw materials or component parts specified in the contract for use in the production of Goods the Company shall be entitled to substitute such other materials as it shall consider reasonably fit for such purpose.

## 7. PRICES

(a) Except where agreed in writing to the contrary, all prices quoted by the Company exclude carriage from the warehouse which shall be charged in addition.

(b) All prices are subject to revision at any time (including after the Company has acknowledged the Customer's order) in the event of any increase in cost caused by circumstances beyond the Company's control and the Company reserves the right to charge such revised prices for Goods and/or Services affected by the increase and remaining to be delivered.

(c) The Customer shall be liable for extra charges required as a result of its instructions, lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.

## 8. PAYMENT

(a) Unless otherwise agreed in writing, prices quoted are net of tax, which shall be payable in addition and:

(i) payment for Goods and/or Services within the United Kingdom shall be made on the last day of the month following the month in which the Company's invoice is dated. Time for payment shall be of the essence.

(ii) payment for Goods and/or Services outside the United Kingdom shall be made by irrevocable letter of credit deposited with a London Bank approved by the Company upon presentation of shipping documents or if the Company is unable by reason of the Customer's instructions or lack of instructions to ship Goods when ready, upon notification to the Customer that the Goods are ready for shipment.

(b) In the event of any delay in payment the Company shall be entitled to charge interest at 4% over Bank of England minimum lending rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. During any such period of default and at any time when the Company shall have reasonable grounds for doubting that payment will be made on the due date the Company shall be entitled to withhold deliveries on all contracts with the Customer without prejudice to its right to payment for Goods and Services delivered and for work undertaken and expenses incurred in connection with undelivered Goods and/or Services which shall become immediately due and payable on demand.

(c) The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

## 9. TERMINATION AND CANCELLATION

- (a) Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any material breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- (b) No order for Goods or Services which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

## 10. DELIVERY DATES

Delivery dates are estimated only and not guaranteed and are not of the essence. The Company will endeavour to meet the Customer's delivery requirements but shall not be liable for any loss or damage whether direct, indirect, consequential or otherwise (all of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) caused by the delay in delivery. Any liability of the Company for non-delivery of the Goods and/or Services shall be limited to replacing the Goods and/or Services within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Goods and/or Services.

## 11. TITLE

The Company shall retain title to Goods until payment is made in full in cleared funds in respect of all Contracts. This provision shall not prevent the Customer from selling the Goods for full consideration or embodying them in any construction or apparatus in the normal course of business but in such event (to the extent of its indebtedness to the Company in respect of Goods) it shall act as trustee for the Company of the proceeds of sale or contract price and shall at the Company's request assign the right to receive the same to the Company. The Company's failure to enforce such rights in any case shall not affect its rights in any other case. Without prejudice to the above, until payment is made in full the Customer shall store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property and the Customer grants the Company and its agents an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

## 12. RISK

Risk in the Goods shall pass to the Customer on delivery or immediately prior to off-loading from the delivery vehicle where the Customer undertakes the off-loading or immediately after loading a Customer's vehicle at our premises. If the Customer fails to take delivery or has not provided appropriate instructions, documents or authorisations, risk will pass when delivery is tendered.

## 13. DELIVERY

- (a) The Company may deliver the Goods and/or Services to the Customer's premises or may agree to deliver the Goods and/or Services direct to the site of any third party.
- (b) Upon the Company notifying the Customer that the Goods are ready for collection or tendering delivery of the Goods the Customer shall agree to accept delivery of the Goods forthwith. If the Company has agreed to deliver the Goods and the Customer shall fail to give proper delivery instructions or to accept delivery as aforesaid it shall be liable for all costs incurred by the Company as a result of such failure (including without limitation storage and insurance) which shall become immediately due and payable on demand but such liability shall not affect its obligation to purchase the Goods or the right of the Company to damages for breach of such obligation.
- (c) Where the Goods and/or Services are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated.

## 14. DAMAGE TO GOODS IN TRANSIT

- (a) The Company shall have no liability in respect of Goods lost or damaged in transit unless the Customer or its agent notes such loss or damage on the delivery receipt and gives notice thereof in writing to the Company and the carrier within three days of delivery or such shorter period as may be required by the carrier's conditions of carriage or in the case of a whole consignment failing to arrive gives notice thereof in writing to the Company within three days of receipt of the Company's invoice or despatch note.
- (b) The Company's liability in respect of Goods lost or damaged in transit shall be limited to repairing or replacing such Goods.

## 15. GUARANTEE

- (a) All Goods sold by the Company shall be of satisfactory quality but shall not be sold as fit for any particular purpose unless the Customer shall have informed the Company in writing that it is relying upon the Company's skill and judgment and the Company shall have accepted such stipulation in writing.
- (b) The Company will repair or replace any of the Goods or parts thereof in respect of which any defects arise solely from faulty materials or workmanship or (subject to Clause 6 (Substitution) above) from the Company's failure to supply Goods of the quality or specification ordered provided that such defects are notified to the Company in writing within three months of the date of delivery provided as follows:
  - (i) that in the case of defects which would have been apparent to the Customer on reasonable examination of the Goods on delivery the Customer shall notify the Company of the defects in writing within three days of the date of delivery.
  - (ii) that in the case of any other defects the Customer shall notify the Company of the defects in writing within three days of the date when the defects become apparent and
  - (iii) in respect of 15. (b) (i) and (ii) above, that the defective Goods are promptly returned carriage paid.
- (c) Except insofar as any statute provides to the contrary the undertakings contained in the preceding paragraphs of this Clause are given in lieu of and to the exclusion of all conditions, warranties and representations whether express or implied by statute or otherwise as to the quality of the Goods or their fitness for any particular purpose or otherwise and the Company shall have no liability in respect of the Goods and/or Services save as provided in paragraph (b) of this Clause.

## 16. LIMITATION OF LIABILITY

- (a) Except as expressly provided in these Conditions, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Goods and/or Services or their use by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges for the provision of the Goods and/or Services, except as expressly provided in these Conditions of Sale.
- (b) Nothing in these Conditions of Sale will exclude or limit the Company's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

## 17. INDEMNITY

Except insofar as any statute provides to the contrary, the Company shall not be responsible for any loss or damage suffered by any third party caused directly or indirectly by the Goods and/or Services whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise and the Customer shall indemnify the Company from any claim arising from any such loss or damage.

## 18. THIRD PARTIES

- (a) Where the Customer is selling on the Goods to others it agrees to pass to those others full and accurate information supplied by the Company concerning the Goods, including without limitation product information, specification, advice as to usage and details of all exclusions and limitations.
- (b) The parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

## 19. FORCE MAJEURE

The Company will not be liable for any loss or damage sustained by the Customer by reason of act of God, war, riot, fire, strike, lock-out, governmental control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Company's control.

## 20. GENERAL

- (a) The contract shall be governed by English law and the English courts shall have non-exclusive jurisdiction to determine any dispute between the parties in connection with this Contract.
- (b) The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except as stated herein. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- (c) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- (d) The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- (e) The Company may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its obligations under the Contract to any third party or agent.
- (f) No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- (g) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

## ACO Technologies plc

- ACO Water Management  
Civils + Infrastructure  
Building + Landscape
- ACO Building Drainage
- ACO Sport
- ACO Wildlife



ISO 9001  
FM 13502



ISO 14001  
EMS 538781



OHSAS 18001  
OHS 524145

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